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# **Wage and Working AGREEMENT**

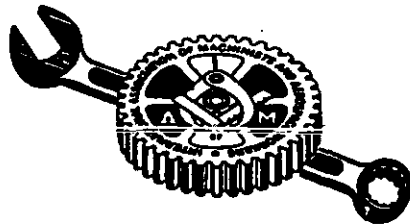
*between*

**ST. PAUL AUTOMOBILE  
DEALERS ASSOCIATION**

*and*

**DISTRICT LODGE NO. 77 OF THE  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**

**1010 East Highway 96  
Vadnais Heights, MN 55127**



**Effective**

**May 1, 2006 through April 30, 2009**



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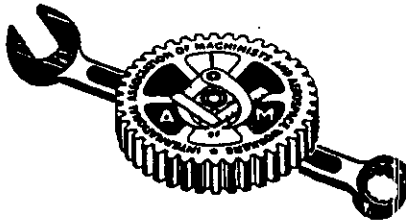
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**WORKING AGREEMENT**

*between*

**EACH OF THE UNDERSIGNED  
MEMBERS OF THE ST. PAUL AUTOMOBILE  
DEALERS ASSOCIATION**

*and*

**DISTRICT LODGE NO. 77 OF THE  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE  
WORKERS, AFL-CIO**



Each of the undersigned members of the St. Paul Automobile Dealers Association, hereinafter referred to as the Employer, recognizing the obligation to maintain harmonious relations between Employers and employees, hereby enters into the following Agreement with District Lodge No. 77 of the International Association of Machinists and Aerospace Workers, AFL-CIO, to establish wages, hours of labor, and other conditions of employment for the benefit of all concerned, and to the end that conditions in the industry may be stabilized on a fair and reasonable basis.



## **ARTICLE I**

### **CLASSIFICATIONS**

**Section 1.** This Agreement shall be applicable to only shop employees working in the job classifications set forth in Exhibit "A" appended hereto and by this reference made a part hereof, but shall not cover or apply to any supervisory employee in the shop (as that term is defined in said Exhibit "A"), nor to any office employee, or any person engaged in a managerial, executive, or general supervisory capacity.

### **CONTRACT WORK**

**Section 2.** None of the work coming within the classifications covered by this Agreement shall be performed within the Employer's shop as contract work on a regular basis. This shall not be interpreted to prevent an Employer from hiring an outside contractor to perform special jobs when irregularly required by the Employer.

### **NON-UNION EMPLOYEE**

**Section 3.** When there is no one in the Lotman or Runner classification on layoff, the Employer is allowed a minimum of two (2) non-union service runners, who will not be considered members of the bargaining unit. The maximum number of non-union service runners that may be employed is one service runner for every five journeymen or apprentice automotive technicians actively employed. Such employees may not be employed unless the Employer has in its employ at least one full time Runner or Lotman. In addition, these employees will perform no mechanical work which requires tools other than pliers and screwdrivers.

Shuttle drivers shall not be part of the bargaining unit. Non-union shuttle drivers may not be assigned bargaining unit work, such as delivering parts.

The Employer also will be permitted to hire part-time, non-union help to perform lubeman duties only on Saturday.

## **PORTERS**

**Section 4.** Porters are excluded from the collective bargaining unit. Porters are employees that are irregularly scheduled, or, scheduled on a part time basis that are employed for the sole purpose of transporting vehicles that are owned by the Dealership from one sales location to another, or from a sales location to the purchaser of the vehicle.

## **ARTICLE II**

### **RECOGNITION**

**Section 1.** District Lodge No. 77 of the International Association of Machinists and Aerospace Workers, AFL-CIO, shall be the sole collective bargaining agency for all employees in the above enumerated classifications employed by the undersigned Employers. There shall be no discrimination in the employment of, or in the treatment of members or nonmembers of said Lodge No. 77, nor shall any employee be in any way discriminated against for giving information or testifying concerning alleged violations of this Agreement. No member of the Negotiating Committee of the Union or Shop Steward shall be discriminated against for acting in that capacity.

### **NEW EMPLOYEES**

**Section 2.** The Employer agrees to furnish the Union a copy of the hospitalization insurance enrollment card for each new employee employed in a position covered by this Agreement within seven (7) days from the date of employment. Such enrollment card shall contain, among other information, the name, home address, and classification of the employee and the date of employment. The Employer shall present all new employees to the union steward or representative within seven (7) days from the date of employment.

### **UNION SHOP**

**Section 3.** All employees of the Employer subject to the

terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such Employees subsequently hired shall become members of the Union within thirty-one (31) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that Employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

#### **CHECKOFF**

**Section 4.** The Employer shall deduct from the wage of each member in the International Association of Machinists and Aerospace Workers, AFL-CIO, upon written authorization from the individual employee, the amount of Union dues and initiation fees which shall be deducted from the first pay period of the month and forwarded to the Financial Secretary of the aforementioned Union between the first and fifteenth of each month.

The Employer shall deduct the appropriate amount from the wages of any non-member upon voluntary written authorization from the individual employee. This amount shall be deducted from the first pay period of the month and remitted to the Union.

The Union shall furnish the Employer with a monthly statement in duplicate indicating the amount due the Union from each employee who has executed a written deduction authorization. One copy will be returned to the Union, with the names of new employees added, when the remittance is sent to the Union between the first and fifteenth of each month.

The Union agrees to indemnify and hold the Employer harmless from any claims that arise out of the terms and conditions set forth in Section 3 and 4 of this article.

## **ARTICLE III**

### **WORK DAY AND WORK WEEK**

**Section 1.** Eight (8) consecutive hours (except a lunch period which shall not exceed one hour) of work performed between 6:00 a.m. and 6:00 p.m. shall constitute the standard work day. The standard work day will be expanded to 6:00 a.m. through 6:30 p.m. when the four day ten hour work week is in effect. *Forty (40) hours consisting of five (5) consecutive eight (8) hour days from Monday through Friday shall constitute the standard work week.* Lotmen hired after April 1, 1963 may be assigned to a Tuesday through Saturday work shift.

Provided, however, that new hires who are first employed after January 1, 1990, and volunteers from those on the payroll prior to that date, may be scheduled to work Tuesday through Saturday at straight time.

### **FOUR DAY WEEK**

**Section 2.** The Employer will also have the option to schedule employees on a four (4) day ten (10) hour basis at straight time with two (2) consecutive days off which can be either Saturday and Sunday, or Sunday and Monday.

### **FOUR AND A HALF DAY AND NONCONSECUTIVE DAYS WORK SCHEDULES**

**Section 3.** The Employer may schedule new hires who are hired after May 1, 1995 and who were not employed by any signatory dealer on April 30, 1995 on a work week which consists of nonconsecutive days off provided one of the days off is Sunday. In addition, a new hire as defined in the previous sentence may be scheduled to work four (4) nine (9) hour days and one (1) four (4) hour day provided the four (4) hour day will be either Friday or Saturday.

*The Employer may also schedule a volunteer to work one of the work weeks described in the previous paragraph. A volun-*

teer, however, may demand a return to the regular work week by giving the Employer sixty (60) calendar days' written notice.

## **SHIFTS**

### **Section 4.**

- (a) Any shift ending after 6:00 p.m. on a standard work day shall be considered a "night shift", so that any employee covered hereby working on any such night shift shall receive a ten percent (10%) higher hourly rate of wage than the regular guaranteed hourly rate of pay for that employee's job classification appearing in Exhibit "A" attached hereto. Incentive paid employees working on a regularly established night shift shall receive a five percent differential added to their incentive earnings. Employees who regularly are paid the ten percent (10%) higher hourly rate for night shift work shall receive the night shift differential in the computation of vacation and holiday benefits. Provided, however, that night shift differential will not be paid to incentive automotive technicians, heavy duty truck technicians, light duty technicians, body shop technicians, and painters as a part of their vacation pay, since they are paid 40 times the incentive rate of pay, as set forth in Article V, Section 4.
- (b) Preference for assignment to a night or day shift shall be by seniority provided the employee is qualified with respect to various degrees of specialization to perform the work on the particular shift involved. Shift preference will only be granted in the case of an opening on the desired shift, and exceptions will be provided for in case of a temporary assignment to cover vacations or illness, and in the case of a probationary employee during the term of his probation. Different start times within a shift may be bid on the basis of seniority, when vacancies arise. The employee must possess any necessary specialized training and skills required in order to be awarded the position.

## **OVERTIME**

**Section 5.** Time and one-half the regular guaranteed hourly rate of pay shall be paid for the first four (4) hours of overtime in any one day after any regular day or night shift, with double the regular guaranteed hourly rate of pay to be paid for all time beyond said first four (4) hours. All work performed on Sunday shall be paid for at double the regular guaranteed hourly rate applicable to the particular employee performing such work. Working past midnight to complete a regular shift shall not be considered working on Sunday if the shift ends by 2:00 a.m. No work shall be performed by, nor shall overtime be allowed to any employee, whether for extra hours, Saturday, Sunday or holiday work, unless approved in writing by the supervisory employee in charge of such worker.

Truck service calls off the premises of the dealership will be paid at one and one-half (1 1/2) times the guaranteed rate of pay set forth in Exhibit "A" attached hereto.

## **SIXTH DAY WORK**

**Section 6.** If work shifts are scheduled on the sixth consecutive day for employees who are on a five (5) day schedule, work will insofar as reasonably possible, be distributed equally among all employees in their respective job classifications. Work performed on the sixth consecutive day before 1:00 p.m. shall be paid for at one and one-half (1 1/2) times the straight time hourly wage rate, with two (2) times the straight time hourly wage rate to be paid for all hours worked after 1:00 p.m. Workers who are absent from work at any time during the standard work week without first having received permission for such absence shall not be afforded the opportunity of working on Saturday.

Internal mechanics hired after May 1, 1986, and incumbent internal mechanics who volunteer, may be scheduled to work on Saturday as part of the employee's regular work week at straight time.

For employees on a four (4) day ten (10) hour schedule, work on the fifth consecutive day will be treated the same as work performed on the sixth consecutive day as provided in the first paragraph of this Section.

## **WAGE COMPUTATION**

**Section 7.** In computing weekly wages in the instance of work in excess of forty (40) hours per week or eight (8) hours per day, employees working under the incentive option set forth in Article XX shall be paid the hourly rate, including any overtime compensation, or incentive earnings, whichever is greater. However, Saturday, Sunday or holiday work shall be computed separately from the normal work week of Monday through Friday. In such cases, the employee's earnings from Monday through Friday will be computed first; and Saturday, Sunday or holiday compensation shall be added thereto so that an employee working overtime on such days may not suffer loss of incentive earnings.

For employees on a four (4) day ten (10) hour work week, the computation formula set forth in the foregoing will apply after ten (10) hours and on the fifth consecutive day.

For employees scheduled to work Tuesday through Saturday, the same computation of wages will apply if they are scheduled to work six (6) consecutive days in a work week.

## **ARTICLE IV**

### **HOLIDAY PAY**

**Section 1.** Each employee covered by this Agreement shall receive eight (8) hours' pay at the applicable guaranteed hourly rate of pay for each of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve, but if any such employee works for the Employer on any such holiday, such employee shall receive, in addition to holiday pay, addi-

tional pay at double the applicable hourly rate for such employee for all hours worked on such holiday. An employee *working on a holiday shall be eligible for double time*; in addition to straight time, only if the employee was otherwise eligible for holiday pay. Only for the purpose of determining double time pay for a holiday worked by an employee covered hereby, if any of the aforementioned holidays fall on a Sunday, then the following Monday shall be observed as a holiday, and all work performed thereon by a covered employee shall be paid for at double such employee's hourly wage rate. Working past midnight to complete a regular shift shall not be considered working on the holiday if the shift ends by 2:00 a.m.

In addition to the foregoing, a floating holiday is established. Eligibility will be determined based on the employee's eligibility for the Thanksgiving holiday. If the employee is eligible for Thanksgiving as a holiday the employee will then be *entitled to a floating holiday to be scheduled at a later date* by mutual agreement based on the employee's preference and seniority.

New Year's Eve may be scheduled as a floating holiday in any year when the celebration of that holiday would result in a four (4) day shut down of the service department.

When New Year's Eve falls on a Sunday, it will be scheduled as a floating holiday.

For employees who are on a four (4) day ten (10) hour work schedule, holiday pay will be based upon ten (10) hours of pay at the guaranteed hourly rate if the holiday falls on a day in which the employee is normally scheduled to work and based upon eight (8) hours of pay at the guaranteed hourly rate if the holiday falls outside of the employee's normal work schedule.

For employees who are on four (4) nine (9) hour days and a four (4) hour day schedule, holiday pay will be based upon nine (9) hours of pay at the guaranteed hourly rate if a holiday follows on a day in which the employee is normally scheduled to

work nine (9) hours and will be based upon eight (8) hours of pay at the guaranteed hourly rate if the holiday falls on the employee's normal four (4) hour day or falls outside of the employee's normal work schedule.

All holidays will be paid for irrespective of the day on which they occur. Holiday pay shall be added to incentive earnings when a holiday occurs within the work week, for the purpose of determining whether an employee has exceeded guarantee in that work week.

In order to qualify for holiday pay, an employee must be present for work on the employee's regular work day immediately preceding and the employee's regular work day immediately following such holiday. Any new employee who has not been employed for fifteen (15) calendar days immediately preceding such holiday shall not qualify for holiday pay. Regular employees who are absent because of an industrial injury that occurred within a thirty (30) calendar day period prior to the holiday shall not be disqualified for holiday pay. However, such an employee will not qualify for more than two (2) successive holidays.

A layoff of employees in the week containing a holiday specified above, or such employee's absence from work during the week immediately preceding any such holiday, when written permission for the absence has been given by the Employer, shall not deprive that employee of holiday pay.

## **ARTICLE V**

### **VACATIONS AND PAY**

**Section 1. Eligibility:** Employees shall be eligible for vacation benefits under the conditions set forth in this Article. Employees may utilize accrued vacation benefits only after their anniversary date of employment.

**Section 2. Vacation Eligibility for Employees:** Employees

shall be eligible for the following vacation benefits:

<b>Years of Continuous Service Since the Most Recent Date of Employment</b>	<b>Weeks of Vacation Benefits Earned Per Year</b>
1	1
2	2
8	3
20	4

**Section 3. Pro Rata Calculation of Vacation Benefits for Current Employees:** In order to be eligible for full vacation benefits, employees must have worked at least 1600 hours during the year preceding their anniversary date of employment. If such employees have not worked at least 1600 hours, they shall receive 1/10th of their normal vacation for each 160 hours worked during the twelve months preceding their anniversary date of employment.

#### **Section 4. Computation of Vacation Pay:**

**Incentive Employees:** Automotive Technicians, Heavy Duty Truck Technicians, Body Shop Technicians and Painters who work under the incentive program shall receive vacation pay, with one week of vacation pay being computed at 40 hours times the Automotive Technicians incentive rate of pay for up to 39.9 hours of production.

**Apprentices:** Apprentices shall receive pro rata vacation pay, based upon their percentage of journeymen scale at the time the vacation is taken.

**Hourly Compensated Employees:** Hourly compensated employees shall receive vacation pay, with one week of vacation being computed at 40 times their regular straight-time hourly rate of pay, as set forth in Exhibit A.

**Section 5. Pro Rata Calculation of Vacation Benefits Upon Termination:** Upon the completion of one year of continuous service, employees who voluntarily quit their employment,

and have given at least one week's written notice to the Employer, or, have been terminated by the Employer for reasons other than what would constitute just cause for discharge, shall be eligible to receive prorated vacation benefits. Such prorated vacation benefits shall be based upon 1/12th of the employees' vacation for each month worked since their most recent date of employment. For purposes of computing pro rata vacation benefits under this section, an employee will be considered to have worked a full month in any month in which he has worked at least 160 hours.

**Section 6. Forfeiture of Vacation:** An employee who fails to give the Employer one (1) week's notice of intention to quit shall forfeit vacation pay due up to, but not in excess of, one (1) week's vacation pay. One (1) week's notice or one (1) week's pay shall mean five (5) working days and shall include any legal holiday occurring during that period, provided, however, that one week's notice will consist of four working days when an employee is scheduled to work four ten hour days.

An employee discharged for just cause prior to their anniversary date shall forfeit all rights to pro rata vacation benefits. An employee will conclusively presumed to have been discharged for just cause unless reinstated by reason of an arbitrator's decision under Article XII, or by reason of an agreement for reinstatement reached with the Employer or the Compliance Committee.

Vacation shall be taken within 12 months following the date upon which such vacation was earned, or it shall be forfeited.

**Section 7. Scheduling of Vacation:** The Employer shall post a vacation schedule by May 15th, setting forth the number of employees that will be permitted to take vacation at any time. For vacations scheduled within 30 days of the posting of the vacation schedule, vacations shall be selected on the basis of seniority. Thereafter, remaining vacations shall be scheduled on a first come, first served basis, based upon the staffing needs of the Employer.

Employees entitled to more than two (2) weeks of vacation will be permitted to use up to five (5) days on a day at a time basis to cover absences due to illness or emergency. An employee may become ineligible for day at a time vacations if the employee develops an absentee or tardiness problem. Requests for full weeks of vacation will be given priority over requests to schedule day at a time vacation.

Vacations shall be scheduled so as to cause a minimum of disruption to the business. Once vacations have been scheduled, changes to the vacation schedule may be made only upon mutual agreement between the Employer and the affected employees.

**Section 8. Option to Receive Vacation Pay on Layoff:** *Employees shall not be able to receive vacation pay in lieu of actual time off. Any employee eligible for vacation pay who is laid off for a period of thirty (30) calendar days or more shall be entitled to receive pay for unused vacation.*

**Section 9. Holiday During Vacation:** If a specified holiday set forth in Article IV, Section 1 occurs while an employee is on vacation, the employee shall receive an additional vacation of one (1) day, and additional vacation pay, computed at the employee's established wage rate as set forth in Exhibit A for eight (8) hours.

## **ARTICLE VI**

### **WAGES PAYABLE**

Wages shall be paid in full weekly, at least two (2) hours before the end of employee's work shift, or semi-monthly if requested by majority of employees affected by this Agreement in the establishment, in cash or negotiable check, with not more than two (2) days' pay held back. Up to four (4) days pay may be held back if payroll processing is outsourced. Written authorization by employees must be obtained for any pay deduction not authorized by law.

## **ARTICLE VII**

### **SENIORITY, LAYOFF, TERMINATION AND BULLETIN BOARD**

**Section 1.** Each Employer shall provide a suitable place for the posting of proper Union notices, seniority lists, and other notices of interest to the employees. The space provided will be of such size that the Union can post a minimum of three (3) letter size notices, and it will be for the exclusive use of the Union.

### **SENIORITY LISTS**

**Section 2.** Employers agree to make up a seniority list in the various classifications in each establishment within thirty (30) days after the effective date of this Agreement, and post same on the shop bulletin board. Any employee finding error in the seniority listing shall refer the matter to the Shop Committee for correction within ten (10) days after the list has been posted. After the seniority list has been approved by Shop Committee and/or Union representatives and the Employer, the same shall be effective for the period of this Agreement except when reclassifications are made or employment is terminated. Names of new employees will be added after a thirty (30) day trial period (except employees hired during the months of May and June who will be subject to a sixty (60) day trial period) and will date back to their first day of employment. Copies of the approved seniority list shall be furnished to the Shop Committee and the Union by the Employer.

### **NOTICE OF LAYOFF**

**Section 3.** When layoffs are required, employees shall be given two (2) days' notice or two (2) days' pay in lieu thereof, except in the instance of a fire, flood, or emergency of such a nature as to make it impractical for the Employer to operate.

### **LAYOFF OF SPECIALISTS**

**Section 4.** When and if reductions of the working force

become necessary because of fluctuations in business or other conditions beyond the control of the Employer, such Employer shall give due regard to the seniority list in making such reductions. Layoffs will be implemented by classification seniority. An employee laid off from a classification may bump an employee in a lower paid classification based upon length of service with the Employer if the bumping employee is immediately qualified to perform the work. The bumping employee will be paid the experienced rate of pay for the classification. Employees who, because of special training, are essential to the efficient operation of the Employer's business shall be retained regardless of other factors involved. When the working force is again increased, due consideration shall be given by the Employer to the employee's qualifications and classifications, and the laid-off employees shall be returned to work in the reverse order in which they were laid off, if ready, able, willing and qualified to perform the duties of the particular job.

Specialized training will be offered to technicians and painters by seniority.

## **RECALL**

**Section 5.** Any laid-off employee recalled for regular work by the Employer shall be given five (5) days from receipt of due notice to report in person for such work. A notice sent by registered mail to the last address of the employee known to the Employer shall be deemed due notice. An employee so notified shall be required to report for work within five (5) working days, unless the employee shall have notified the Employer within such period of time of the employee's intention to return, informing the Employer of unusual circumstances which make it necessary for the employee to have additional time. In such cases, the employee shall be entitled to a total of ten (10) working days in which to report. In the event an employee who has been so recalled fails to report within the specified periods of time, the employee shall lose seniority status with the Employer; provided, however, that an employee's seniority sta-

tus shall not be lost or forfeited because of failure to report for temporary work if the employee has notified the Employer of desire not to be called to report for work of a temporary nature. All employees' seniority rights with their particular Employer shall be forfeited and lost after the employee has been off the Employer's payroll for a period of one (1) year or more for reasons other than sickness, disability, or leave of absence under written permission of the Employer. Any employee who quits shall forfeit seniority rights with the Employer.

## **DISABILITY LEAVE OF ABSENCE**

**Section 6.** If an employee is absent by reason of illness or accident, an automatic disability leave will be granted for the duration of the disability, with the maximum amount of leave to be equivalent to the employee's length of service (with a minimum of twenty-four (24) months for employees who have two (2) or less years of seniority at the time the disability begins, and a maximum of forty-eight (48) months based on length of service for those who have more than two (2) years of seniority at the time the disability begins).

## **OPENING FOR SPECIALISTS**

**Section 7.** Before an Employer hires a new employee for any of the jobs classified in Exhibit "A" appended hereto, or if there should be an opening in a specialist classification, persons employed by the Employer at the time shall be given due consideration for such job by the Employer, based upon the seniority, ability, and other qualifications necessary to perform the duties of the particular job.

## **TERMINATION OF EMPLOYMENT**

**Section 8.** A regular employee covered by this Agreement may have employment permanently terminated by the Employer for good cause shown; but in such case, the employee shall be given one (1) week's notice of severance of employment or one

(1) week's pay in lieu of such notice. One (1) week's notice or one (1) week's pay shall mean five (5) working days and shall include any legal holiday occurring during that period. Provided, however, that one week's notice will consist of four working days when an employee is scheduled to work four ten hour days. Any employee's drinking of intoxicating beverages *on the job, or appearance on the job under the influence of liquor, or the possession, use, sale or being under the influence of a controlled substance, or any act of dishonesty on the job or on the premises of the Employer, or the commission of any unlawful act on the premises of the Employer, or the solicitation or performance of work of the character ordinarily performed by the Employer in any place other than the Employer's place of business, or any gross violation of any posted rule of the Employer (assuming that the posted rule so violated is not in conflict with the law or any of the provisions of this Agreement)* shall be cause for immediate discharge without notice and without pay in lieu of such notice.

## **UNJUST TERMINATION**

**Section 9.** An employee who claims an unjust discharge shall within five (5) working days of such discharge file written protest with the Employer and the Union, setting forth the grounds upon which such discharge is believed to be unjust or improper, and thereupon the Union representative and the Employer shall meet and consider such discharge and the grounds therefore. If no written protest is filed by the employee within five (5) working days, such discharge or termination shall be final and conclusive, with no right of review, arbitration or appeal. If the Union representative and the Employer are unable to agree within five (5) days that the discharge was just and proper, the matter of discharge may be referred to the Compliance Committee as provided in Article XI. Any employee found to be unjustly discharged shall be reinstated to the employee's former position and paid for all time lost unless the Compliance Committee or a Board of Arbitration deter-

mines that a lesser penalty is appropriate under the circumstances.

## **QUIT**

**Section 10.** Any employee who intends to quit shall notify the Employer of such intention and shall give the Employer one (1) week's notice of the intended termination date. An employee who fails to give the Employer one (1) week's notice of intention to quit shall forfeit vacation pay due up to, but not in excess of one (1) week's vacation pay. One (1) week's notice or one (1) week's pay shall mean five (5) working days and shall include any legal holiday occurring during that period. Provided, however, that one week's notice will consist of four working days when an employee is scheduled to work four ten hour days.

## **UNINSURABLE EMPLOYEES**

**Section 11.** For those classifications that require an employee to drive a vehicle, the parties recognize that eligibility for coverage under the employer's liability insurance policy is a necessary requirement of the job. In the event that the Employer's insurance carrier refuses to cover an employee, the Employer and the Union shall meet in an attempt to reach agreement upon a method of reassigning driver responsibilities to other employees, as well as an equitable method of allocating time allowances or compensation to those employees that will be assigned driving responsibilities. If the Employer and the Union do not reach mutual agreement upon such an arrangement, then the Employer may assign such an employee to a vacant position within the bargaining unit that does not require the employee to drive a vehicle, or, if no such position exists, the Employer may place such employee on an unpaid leave of absence. Such a leave of absence shall be subject to the same limitations set forth for layoffs in Article VII, Section 5.

## **ARTICLE VIII**

### **WORK WEEK - PROBATIONARY PERIOD**

#### **REDUCED WORK WEEK**

**Section 1.** Each regular employee shall be guaranteed pay for all hours comprising the standard work week in Article III except during slack periods the Employer may reduce the work week and guarantee pay to thirty-five (35) hours per week for not more than four (4) successive weeks and not more than a total of eight (8) weeks in any one contract year. If the Employer requests an extension of the thirty-five (35) hour week schedule or a reduction below thirty-five (35) hours, the employees in the classifications involved will be entitled to vote and a majority of those employees must approve the request.

#### **40 HOUR WEEK, AND DAILY MINIMUM DURING THE PROBATIONARY PERIOD**

**Section 2.** The guarantee required by Section 1 of this Article will be interpreted to mean that the work week will be scheduled for forty (40) hours on a regular basis. All full time employees with seniority will be given the opportunity to work the full work week unless, (a) circumstances beyond the control of the Employer such as fire, flood, or power failure, prevent the Employer from operating the service department, (b) the employee voluntarily leaves work early with the permission of the employee's foreman.

The only exception to the above will occur when a reduced work week is scheduled in accordance with this Agreement.

The forty (40) hour guarantee shall not be applicable to any employee during the probationary period. However, probationary employees reporting for work, unless notified the previous working day not to report, shall be paid for not less than four (4) hours' employment. The four (4) hour guarantee for reporting to work will apply to the employee's weekly guarantee and will not be added to incentive earnings.

This Section shall not be construed as to prevent the Employer from laying off employees in accordance with Section 4 of Article VII.

## **PROBATIONARY PERIOD**

**Section 3.** A regular employee is one with thirty (30) continuous days' employment with a single Employer, except that any employee who is hired during the months of May or June shall not be considered a regular employee until the employee has had sixty (60) days of continuous employment. During the thirty (30) or sixty (60) day probationary period, the Employer shall be the sole judge as to the employee's qualifications and ability.

Provided, however, that it will be the joint responsibility of the Union Steward and the Service Manager to meet at or near the expiration of the thirty (30) day probationary period. They will at that time be required to put the employee on the seniority list or grant an extension of the probationary period in writing. If an extension is requested, the employee will be included in the meeting. Seniority will not be established until the meeting occurs.

## **ARTICLE IX**

### **WAGE SCALES**

**Section 1.** The Employers agree not to reduce the wage scale of any employee covered by this Agreement or to reclassify employees or their duties or occupations as a means to defeat the purpose of this Agreement.

### **CLASSIFICATION RATE**

**Section 2.** Employees shall receive the rate of pay established for the job classification to which they are assigned.

### **TRANSFER RATE**

**Section 3.** An employee who is transferred to a lower classi-

fication at the employee's request to provide said employee with temporary employment shall receive the rate of pay of the classification to which assigned. When an employee so transferred is reinstated to the former classification, the employee shall receive the rate received before the original transfer.

## **ARTICLE X**

### **CONFLICTING AGREEMENT**

No agreement shall be entered into with the employees individually or collectively which in any way conflicts with the terms of this Agreement.

## **ARTICLE XI**

### **GRIEVANCE COMMITTEE**

#### **STEWARDS**

**Section 1.** The employees of any of the undersigned, at their option, may elect a Shop Committee of not more than five (5) from among their own number whose duties shall be to represent the employees in the adjustment of claimed violations of this Agreement. One of said Committee shall be known as the Steward.

#### **GRIEVANCE PROCEDURE**

**Section 2.** All grievances shall be adjusted in the following manner:

- (a) The dispute or grievance shall be taken up by the employee and/or the Shop Steward or the departmental committeeman and the foreman of the department involved. The foreman must give an answer within three (3) working days. If no satisfactory settlement is reached, then:
- (b) The Shop Steward, or departmental committeeman, shall present the grievance to the Shop Committee, who shall

investigate, present and discuss such grievance with an authorized representative of the Employer. If no satisfactory settlement is reached between them within five (5) working days, then:

- (c) The Shop Committee shall call in a representative of the Union, who shall meet with the authorized representative of the Employer. In the event that no satisfactory agreement is reached, the matter shall be referred to the Compliance Committee.
- (d) No grievance shall be entitled to consideration unless filed in writing with the Employer within thirty (30) days of the alleged violation.

## **COMPLIANCE COMMITTEE**

**Section 3.** The Compliance Committee shall consist of the Labor Committee designated by the Employers. The Committee shall be designated and authorized to act on behalf of the Employer in an effort to settle any grievance or dispute coming within the terms of this Agreement. Upon proof that a violation occurred, the Compliance Committee shall require the offending Employer to cease and desist or take whatever action is necessary to correct the violation. No settlement involving wages shall be retroactive for more than thirty (30) days except if the wage provisions of this Agreement are violated during a covered employee's probationary period and a complaint is filed within thirty (30) days after the completion of the probationary period, payment of such wages as are found owing shall be retroactive to the inception of the particular violation.

In the event an Employer refuses or fails to abide by an order of the Compliance Committee, such Employer shall be obliged to pay all costs incurred in any arbitration or other proceedings required to enforce the order of the Compliance Committee, including reasonable attorneys' fees. This shall not be construed

to require an Employer to pay for any lost time in the event strike action is utilized by the Union or employees in an attempt to enforce compliance.

At least two (2) members of the Compliance Committee will be in attendance at all Compliance Committee meetings.

## **PAYROLL AND SENIORITY RECORDS**

**Section 4.** The shop payroll records of an Employer shall, upon request of the Union, be open to its accredited representative for inspection, but only for the purpose of investigating specified cases of alleged violation of seniority among the employees of the particular Employer covered by this Agreement or specified allegations of failure to pay an employee in accord with the Agreement.

## **ARTICLE XII**

### **ARBITRATION**

#### **SELECTION PROCEDURE**

**Section 1.** In the event that any grievance or any alleged violation of this Agreement by any employee or the Union, or both, or by the signatory Employers, or any one of them, cannot be adjusted and disposed of by negotiation as provided in Article VII, Section 9, and Article XI, the issues in dispute shall be reduced to writing and may be submitted at the request of either party to a Board of Arbitration consisting of three (3) members, one (1) of whom shall be selected by the employee or employees affected, and one (1) of whom shall be selected by the particular Employer of such affected employees, which two (2) shall select a third member, who shall act as Chairman of the Board. If they fail to agree upon the third disinterested party, either party may petition the Federal Mediation and Conciliation service to supply a list of five (5) qualified persons from whom one will be selected by the parties to function as the Chairman of the Board. A striking procedure will be utilized to

select the individual from the list with the party striking first to be determined by lot.

Said Board of Arbitrators shall conduct hearings and receive testimony relative to the dispute or misunderstanding submitted to them and render their decision in writing after the final submission to them of the dispute. Any decision rendered by a majority of the Board of Arbitration shall be final and binding on all parties to the dispute. The Board of Arbitrators shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The expense of the neutral member shall be divided equally between and paid by the Employer and the Union.

## **NO STRIKE - NO LOCKOUT**

**Section 2.** The grievance and arbitration procedure provided herein shall be the sole method of resolving any disagreement during the term of the contract. Consequently, there shall be no strike, work stoppage, or lockout during the term of this collective bargaining agreement.

## **ARTICLE XIII**

### **UNIFORMS, TOOLS AND EQUIPMENT**

**Section 1.** Each signatory Employer shall furnish to the employees all cutting tools, such as files, hacksaw blades, electric drills, drills, reamers, creepers, drop cords, and all special tools required to perform the duties assigned. The cost of coats or coveralls required to be worn by the employees on the job and the expense of laundering or cleaning these garments shall be divided equally between the Employer and the employee, except that any signatory Employer who now bears the full cost of furnishing and laundering such required work garments shall continue to do so. It shall be just cause for discipline or discharge of any covered employee if the employee wears the work garments so furnished for purposes other than to perform work for the Employer or at any time when not performing work for the

Employer except established lunch or relief periods. Each employee shall be permitted to change such work garments daily up to five (5) times a week. When other than a rental service is used and work garments are purchased on a fifty-fifty basis, and when an employee is terminated, then one-half (1/2) of these work garments shall become the property of the employee on the effective date of termination. It shall not be considered a violation of this Agreement if, during the probationary period of employment, any covered employee is not furnished work garments by the Employer.

The employee's share of the cost of laundering will be deducted from the employee's wages. In addition, if an employee terminates employment, a deduction for the cost of the uniforms may be made if the employee does not return any uniforms required to be returned.

## **TOOL INSURANCE**

**Section 2.** The Employer shall furnish fire insurance to a maximum limit of \$15,000 for each employee's tools used on an Employer's premises. In addition, the Employer will furnish burglary insurance to the extent of \$15,000 covering theft of an employee's tool box resulting from clear evidence of theft. This insurance will not cover mysterious disappearance nor theft of individual tools. There will be a \$250 deductible which the employee will be required to absorb under either form of insurance. Employees will have the option to purchase additional coverage through the Employer if available.

All employees covered by tool insurance will be required to submit to the Employer an inventory detailing all tools contained in the tool box. The employee will also be required to keep that inventory up-to-date by submitting a revised inventory when tools are added to the tool box.

Each Employer will, upon the request of employees affected, provide an arrangement by which employees can chain their tool boxes to the bench or the building; provided the employees

agree in advance to utilize the device provided in each instance when they leave their work station during a meal period or at the end of a work shift.

## **ASE TESTING**

If an Employer requires an employee to take an ASE test, the Employer will pay for the test up front, and it will not be contingent on passing the test.

## **ARTICLE XIV**

### **INSURANCE - HOSPITALIZATION**

Effective May 1, 2006, for each employee covered by this Agreement, the signatory Employers will pay \$500.13 per month to the St. Paul Automobile Dealers Association and District Lodge 77 I.A.M.A.W. Joint Insurance Fund. Said money shall be paid on behalf of all employees actively engaged on the first work day of each month. Payment shall be due to the Fund no later than the 10th day of each month. Said monies shall be administered pursuant to the Trust Agreement previously executed by the parties to this Agreement. Effective May 1, 2007, the Employer's contribution shall be increased to \$526.13 per month, and effective May 1, 2008, it shall be increased to \$543.46 per month.

Effective May 1, 2006, each employee will contribute Two Hundred Twenty-three Dollars and Ninety-three Cents (\$223.93) per month to the Fund. The employee contribution for insurance coverage will be deducted from their pay. If any further increase in contribution is required beyond the amounts specified in the first paragraph of this Article to maintain the standard benefits, the increase will be shared fifty-fifty by the Employer and the employee. The employee's share will be deducted from the payroll in four (4) installments in advance each month.

The trustees may, at their discretion, continue to make the

Group Health benefit plan (through Health Partners) available. The employee contribution for that benefit will be as established by the trustees and may be modified by the trustees from time to time.

Each Employer will install a Section 125 Plan which will permit employees to pay their contribution with pretax dollars provided that the tax code continues to make that tax saving device available in the future. The Section 125 Plan will also permit contributions for child care expenses and out-of-pocket medical, dental and eye care expenses.

The Employer will continue to make contributions on behalf of all employees who have been employed a minimum of ninety (90) days for six (6) months in the case of absence due to nonoccupational illness or accident; and for twelve (12) months in the case of absence due to occupational illness or accident.

An employee who is absent due to illness or accident must return to work and remain at work sixty (60) work days to requalify for six (6) months or twelve (12) months of health and welfare contributions for the same illness or injury. If an employee works less than sixty (60) work days, and again becomes disabled, the employee will only be entitled to any remainder of contributions which have been paid by the Employer in connection with the original injury.

## ARTICLE XV

### PENSION

- (a) Effective May 1, 2006, for each day or portion thereof for which an employee receives pay, the Employer shall make a contribution of Sixteen Dollars and Eighty Cents (\$16.80) per day to the I.A.M.A.W. National Pension Fund.

Effective May 1, 2007, the Employer contribution shall be increased to Seventeen Dollars and Sixty Cents (\$17.60). Effective May 1, 2008, the Employer contribution shall be

increased to Nineteen Dollars and Twenty Cents (\$19.20).

If an employee is scheduled on a four (4) day ten (10) hour week, the fifth day of contribution will be made if the employee works four (4) days and more than thirty-two (32) hours in a work week.

No contribution is required on behalf of any employee during the employee's probationary period of employment as defined in Article VII, Section 2 and Article VIII, Section 3 of this Agreement.

## **ARTICLE XVI**

### **JURY DUTY**

An employee who has attained seniority and is required to serve on a jury, will be paid the difference between jury pay exclusive of any travel allowance and the employee's regular hourly rate of pay times eight (8) hours for up to ten (10) days of such service in a contract year. If an employee serving on jury duty is released in the forenoon, the employee will be required to report for work.

## **ARTICLE XVII**

### **FUNERAL LEAVE**

In the event of a death in the immediate family (mother, father, stepparents, spouse, child or spouse's mother or father) of an employee who has attained seniority, the employee will be paid eight (8) hours times the employee's regular hourly rate of pay for up to three (3) days of lost time. The last day of the leave will be the day of the funeral.

Stepchildren of an employee will be considered as part of the immediate family under the foregoing paragraph if the stepchild involved was raised in the employee's home during the child's minority.

In the event of a death of an employee's grandparent, brother

or sister, the employee will be paid eight (8) hours times the employee's regular hourly rate for one (1) day, the day of the funeral.

Employees working an alternate schedule consisting of four ten hour days or a four and one-half day work week consisting of four nine hour and one four hour days will be paid the number of hours scheduled for each day of the leave.

## **ARTICLE XVIII**

### **SAFE WORKING CONDITIONS**

The Employer shall provide safe and sanitary working conditions in the shop for all employees, such as proper and efficient ventilation and heating systems to guard the health of all employees. The regulations established by the State of Minnesota concerning such working conditions, if met by the Employer, shall be conclusively deemed to be in compliance with this paragraph.

## **ARTICLE XIX**

### **UNION LEAVE**

**Section 1.** The Employer agrees to grant the necessary time off without loss of seniority and without pay to any employee designated by the Union to attend an official Labor convention, provided that no more than two (2) employees may be off for this reason at the same time, and provided further that the Employer is given at least ten (10) days' advance notice of such leave.

### **EXTENDED UNION LEAVE**

**Section 2.** An employee elected to full time employment with the Union shall be granted such leave of absence as required by law.

## **PERSONAL LEAVE**

Employees will be allowed a leave of absence without pay of not to exceed thirty (30) calendar days by mutual agreement with the Employer without loss of seniority. Leaves of absence in excess of thirty (30) calendar days must be mutually agreed upon between the employee, the Employer, and the Union. All personal leaves must be reduced to writing.

## **ARTICLE XX**

### **INCENTIVE PROGRAM**

**Section 1.** Only straight hourly or weekly rates shall apply, except that any Employer shall adopt incentive for a minimum period of ninety (90) days during the contract year, if the employees in their respective classifications vote by a majority rule and secret ballot to adopt same. However, nothing in this Section shall be construed to mean that charges for retail customer labor are necessarily on the same basis as charges for internal labor.

### **INCENTIVE RATES**

**Section 2.** Technicians and Painters shall be guaranteed the minimum hourly rate of pay set forth in Exhibit A for every hour worked, to be computed on a weekly basis. Overtime rates as specified in Sections 5 of Article III, entitled "Work Day and Work Week," shall apply to the hourly guarantee for employees on an incentive basis.

The incentive rates for automotive technicians will be the following:

<b>Description</b>	<b>5/1/2006</b>	<b>5/1/2007</b>	<b>5/1/2008</b>
0-39.9 hours produced	22.12	22.57	23.02
40-44.9 hours produced	23.44	23.90	24.38
45-49.9 hours produced	23.77	24.25	24.73
50-54.9 hours produced	24.11	24.59	25.08
55-59.9 hours produced	24.45	24.94	25.44
60 and over hours produced	24.79	25.29	25.79

The incentive rates set forth above apply retroactively to the first hour produced.

Light duty technicians shall be paid the higher of their guarantee, or incentive earnings, computed on a weekly basis. The incentive rate for light duty technicians shall be the following:

	5/1/2006	5/1/2007	5/1/2008
	14.25	14.54	14.83

Heavy Duty Truck Technicians, as defined in Exhibit "A" attached hereto, will be paid incentive rates as follows

Description	5/1/2006	5/1/2007	5/1/2008
0-39.9 hours produced	23.09	23.55	24.03
40-44.9 hours produced	24.45	24.94	25.44
45-49.9 hours produced	24.79	25.29	25.79
50-54.9 hours produced	25.14	25.64	26.15
55-59.9 hours produced	25.46	25.97	26.49
60 and over hours produced	25.80	26.31	26.84

The incentive rates set forth above apply retroactively to the first hour produced.

Any incentive technician who is required to work on a vehicle rated at 9,000 gross vehicle weight or above will be paid the Heavy Duty Truck incentive rate for such work, with the exception of that work which may be performed at the light duty rate of pay. If such a vehicle has a payload capacity of one ton or more, no work may be performed at the light duty rate of pay.

Incentive technicians working on the incentive system will be paid a minimum of one-half (1/2) hour for emission testing.

When repairing a vehicle under a non-factory service contract, incentive technicians will be entitled to be paid based on the prevailing customer flat rate book (Chilton's, Moors, etc.).

In the operation of the incentive system for incentive technicians, a minimum payment of .4 of an hour per car or truck will be made on any customer vehicle (not factory) that has a repair order written on it (the .4 minimum shall not apply to

the installation of head and tail light bulbs, windshield wiper blades, circuit breakers, fuses, turn signal, and four-way flashers. The .4 minimum will also not apply to factory recalls and campaigns).

A journeyman automotive technician working on any of the duties set forth in Exhibit A, Subpart D, entitled Light Duty Technicians, shall receive the light duty technician incentive rate of pay for each hour of such work produced, plus a premium of \$4.25 for zero to 44.9 hours of such work produced, and \$5.25 per hour for each hour of such work when 45 or more are produced. The number of hours of such work produced shall be added to the hours of non-light work produced, for purposes of calculating the journeyman's incentive rate of pay for the non-light duty work. The number of hours of non-light duty work shall be added to the number of hours of light duty work produced for purposes of calculating the applicable premium referenced in this paragraph.

If a journeyman technician is required to correct any work performed by a light duty technician, the journeyman shall receive the journeyman rate of pay for such work.

A journeyman technician shall not be required to work on a repair order that consists entirely of light duty items, if journeyman work is available for which the journeyman is qualified, including the possession of any specialized skills or training that is required. If a journeyman is given a repair order which includes both light duty and non-light duty items, the journeyman shall not be required to perform any light duty item over his objection, unless it would be unreasonable to reassign the light duty items to a light duty technician that is presently available to perform the work.

Body Shop Technicians will be paid the following amounts per estimated hour produced:

<u>5/1/2006</u>	<u>5/1/2007</u>	<u>5/1/2008</u>
17.89	18.25	18.61

Painters will be paid the following amounts per estimated hour produced:

<u>5/1/2006</u>	<u>5/1/2007</u>	<u>5/1/2008</u>
17.44	17.79	18.15

Provided, however, that when a body shop technician or painter does warranty work for the manufacturer, there will be a Six Dollar (\$6.00) per hour premium for each estimated hour produced.

There will also be a Three Dollar (\$3.00) per hour premium for framework (including upper supports on 1 cars).

In addition, body shop technicians (not painters) will be paid Twenty-Five Cents (\$.25) per hour produced retroactive to the first hour if the employee produces sixty (60) or more hours of work in a work week. An additional Fifty Cents (\$.50) per hour retroactive to the first hour produced will be paid if the employee produces eighty (80) or more hours in a work week.

Painters will be paid an additional Twenty-Five Cents (\$.25) per hour retroactive to the first hour produced if the employee produces eighty (80) or more hours in a work week.

A body shop technician who is called upon to paint as a secondary responsibility will be given credit for hours spent painting with respect to the sixty (60) and eighty (80) hour bonuses. It is understood that a body shop technician who does collision work on a vehicle and, in addition, paints that vehicle, will be considered a combination man and will earn sixty (60) and eighty (80) hour bonuses for all hours produced.

#### **SCHOOL DAYS, HOLIDAY AND VACATION CREDIT**

If an incentive technician, body technician, or painter is sent to school for a day or is paid for a holiday or day of vacation in accord with this Agreement, he will be credited with those hours (8 hours for a full day at school or a full holiday, and the appropriate hours of vacation) as hours produced in determining the number of hours produced for the week. Provided, how-

ever, that such employees will be paid the incentive rate of pay set forth above for the first 39.9 hours produced times eight (8) for each day of schooling. If the employee is on a four day ten hour work week and is sent to school, the credit and payment will be for ten hours per day but not to exceed forty (40) hours per week.

## **ADVERTISED SPECIALS**

**Section 3.** The Employer may establish advertised specials to be run for not more than ninety (90) days at a time for the following items: tire installation, mufflers, lubrication, alignment (including balance and wheel bearing pack), shocks, struts, drive belts, air conditioning servicing, brakes, transmission change and adjust, radiator drain and flush, tune-up, and all scheduled maintenance procedures. Incentive technicians working on these specials will share in the promotion but may not have their time allowance reduced by more than 30%. No more than five (5) specials may be run at one time.

Advertised specials will be shared equally up to a maximum of 30% with the understanding that the employee's share will not be reduced more than the percentage reduction in the labor charge for the special. A technician shall not be subject to such time allowance reduction if the technician is already working at a reduced rate (for example, a technician that is performing light duty work). In addition, menu price changes will be subject to mutual agreement between the dealer and the shop committee.

Tire installation, mufflers and lubrication may be scheduled at any time and are not subject to the time limitation set forth above. All other advertised specials are subject to the limitation that they may not be repeated until thirty (30) days have elapsed.

The special for brakes will not apply to trucks, in excess of one (1) ton.

## INCENTIVE MANUAL AND STUDY COMMITTEE

### Section 4.

- (a) All mechanical jobs completed by employees working on incentive will be priced out during the date of completion. Body Shop estimates or customer work orders will be kept readily available for examination.
- (b) The Employers agree to provide two (2) copies of each flat rate manual for the current year and also to provide two (2) copies of each flat rate manual each future year for the information of the Union.
- (c) An Incentive Study Committee shall be established to study the incentive system on a continuing basis in order that a complete understanding can be had between the parties, and that all concerned can be assured that it is operating in an equitable and fair manner. The Committee will have authority to check the payroll records and repair orders of a dealership to investigate the operation of the incentive system in that shop. The Committee will consist of two (2) members designated by the Association and two (2) designated by the Union. The right to inspect payroll records will be determined by a majority vote of the committee. The Committee will also be authorized to establish its own methods of procedure and times of meeting.
- (d) Journeymen and apprentices with at least six (6) months of seniority will be given the right to vote by a majority to go on a Team system which involves time sharing if the Employer requests. The employees will also have the right to vote by a majority to go off the Team system at the anniversary of the contract on an annual basis. The Employer also will have the right to terminate the Team system on the anniversary date of the contract on an annual basis.

## **ARTICLE XXI**

### **PICKET LINE**

Employees will not be required to cross a legal picket line established at a location other than the Employer's place of business.

## **ARTICLE XXII**

### **SUCCESSORS**

Successor Employers shall have a sixty (60) day period during which they will determine the qualification of employees taken over from the predecessor dealer. Those employees retained after the sixty (60) day period shall be entitled to the vacation benefits which they would have received had there not been a sale or transfer of dealership from one Employer to another.

The probationary period set forth in this Article will not apply to successor Employers who are family relatives or to other individuals who have been active in the general management of the dealership.

## **ARTICLE XXIII**

### **SEPARABILITY**

If any Article or Section of this Agreement should be held invalid by operation of the law or by any tribunal of competent jurisdiction, or if the compliance with any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. In such an instance, the parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XXIV**

### **LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee will be established by the parties to meet at least quarterly for the purpose of studying and attempting to resolve industry problems.

## **ARTICLE XXV**

### **TERM OF AGREEMENT**

This Agreement shall become effective May 1, 2006, and shall continue in effect until April 30, 2009, and unless written notice is given by either party sixty (60) days prior to April 30, 2009, that changes or modifications herein or termination hereof are desired, the terms and provisions of this Agreement shall continue in effect from year to year until such notice is given by either party at least sixty (60) days prior to the annual expiration date of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 10th day of October, 2006.

**DISTRICT LODGE NO. 77 of the INTERNATIONAL  
ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**

By        Don Yetman  
By        Rick Ryan  
By        Dave Hines  
By        Dave Hite  
By        Ray Slater  
By        Tom Linc

## **ST. PAUL AUTOMOBILE DEALERS ASSOCIATION**

By Mike Saxon  
By Rick Kline  
By Tom Krebsbach, Jr.  
By Mike Schrank  
By Ken Starkey  
By William E. Abraham  
By Gary Marovets

## St. Paul Automobile Dealers Association

### **Arrow Buick Pontiac GMC Truck, Inc.**

1111 East Highway 110  
Inver Grove Heights, MN 55077  
651-552-2222

**Barnett Chrysler Jeep Kia**  
3610 North Highway 61  
White Bear Lake, MN 55110  
651-429-3391

**Buerkle Honda**  
3360 North Highway 61  
White Bear Lake, MN 55110  
651-484-0231

**Buerkle Hyundai**  
3350 North Highway 61  
White Bear Lake, MN 55110  
651-490-6600

**Denny Hecker's Hyundai of  
Inver Grove**  
4625 South Robert Trail  
Inver Grove Heights, MN 55077  
61-204-4400

**Denny Hecker's Southview  
Chevrolet**  
1055 Highway 110  
Inver Grove Heights, MN 55077  
651-451-2211

**Denny Hecker's Toyota**  
1037 Highway 110  
Inver Grove Heights, MN 55077  
651-455-6006

**Denny Hecker's Volkswagen**  
10 Mendota Road  
Inver Grove Heights, MN 55077  
651-357-1700

**Fury Dodge Chrysler Jeep**  
1000 South Concord Street  
South St. Paul, MN 55075-1196  
651-451-1313

**Inver Grove Ford**  
4725 South Robert Trail  
Inver Grove Heights, MN 55077  
651-451-2201

**Kline Mitsubishi Suzuki**  
2610 North Highway 61  
Maplewood, MN 55107  
651-484-3901

**Kline Nissan**  
3090 North Highway 61  
Maplewood, MN 55107  
651-481-1133

**Kline Volvo**  
3040 North Highway 61  
Maplewood, MN 55107  
651-481-9600

**Luther White Bear Acura  
Subaru Isuzu**  
3525 North Highway 61  
White Bear Lake, MN 55110  
651-481-7000

**McCarthy's Cadillac Hummer**  
2325 North Prior Avenue  
Roseville, MN 55113  
651-636-6060

**Merit Chevrolet**  
2695 Brookview Drive  
Maplewood, MN 55119  
651-739-4400

## **St. Paul Automobile Dealers Association**

### **Midway Chevrolet, Inc.**

1389 University Avenue  
St. Paul, MN 55104  
651-646-2561

### **Midway Ford Company**

2777 North Snelling Avenue  
Roseville, MN 55113  
651-636-8200

### **Planet Ford of Minneapolis**

3555 South Highway 100  
St. Louis Park, MN 55416  
952-925-5500

### **Rosedale Chevrolet**

2845 Highway 35W North  
Roseville, MN 55113  
651-636-0340

### **Rosedale Dodge**

2755 Long Lake Road  
Roseville, MN 55113  
651-633-5455

### **Rosedale Hyundai**

2767 Long Lake Road  
Roseville, MN 55113  
651-357-1500

### **Schmelz Countryside**

#### **Volkswagen Saab**

1180 East Highway 36 @ 61  
St. Paul, MN 55109  
651-484-8441

### **Suburban Chevrolet**

12475 Plaza Drive  
Eden Prairie, MN 55344  
952-944-2438

### **Suburban Chrysler, Inc.**

1891 Suburban Avenue  
St. Paul, MN 55119  
651-735-8400

### **Thane Hawkins Polar Chevrolet, Inc.**

1801 County Road F East  
White Bear Lake, MN 55110  
651-429-7791

### **Walser Buick Pontiac GMC of Roseville**

2775 Long Lake Road  
Roseville, MN 55113  
651-636-4590

### **White Bear Dodge**

3430 North Highway 61  
White Bear Lake, MN 55110  
651-482-6100

### **White Bear Lake Superstore**

3900 North Highway 61  
White Bear Lake, MN 55110  
651-426-0285

### **White Bear Lake Lincoln Mercury**

3425 North Highway 61  
St. Paul, MN 55110  
651-483-2631

**EXHIBIT "A"****JOB CLASSIFICATIONS, HOURLY WAGE RATES,  
AND DEFINITIONS**

	<b>Incentive Guarantee, Straight Time and Internal Rates</b>		
	<b>5/1/2006</b>	<b>5/1/2007</b>	<b>5/1/2008</b>
1. Heavy Duty Truck Technician and Leadmen	18.87	19.25	9.63
2. Body Shop Technicians, Painters and Frame and Alignment Technicians	18.44	18.81	9.19
3. Automotive Technicians	18.38	18.75	9.12
4. Internal Technicians	13.54	13.81	14.08
5. Light Duty Technician	13.35	13.62	13.89
6. Sanders			
Less than 6 months' experience	10.10	10.30	10.51
6 to 12 months' experience	10.55	10.76	10.97
After 1 year experience	11.97	12.21	12.46
7. Greasers and Undercoaters			
Less than 6 months' experience	10.19	10.39	10.60
More than 6 months' experience	11.96	12.20	12.45
8. Quick Service Lubeman			
Less than six months' experience	10.17	10.37	10.58
Six months or more experience	11.96	12.20	12.45
9. Stock Men, Counter Men or Card Index Men			
First 12 months' experience	10.33	10.64	10.96
Second 12 months' experience	11.42	11.77	12.12
Thereafter	14.68	15.12	15.57
10. Counterman with 3 years of service	18.34	18.89	19.46
11. Counterman with 5 years of service with the Employer	19.85	20.25	20.66

Employees working in classifications 8 and 9 above will be given credit for wage progression for previous experience with a franchised auto dealer in the parts department, provided such

experience is set forth in the employee's application for employment.

**Incentive Guarantee, Straight  
Time and Internal Rates**

	<b>5/1/2006</b>	<b>5/1/2007</b>	<b>5/1/2008</b>
12. Parts Runner			
First 12 months' experience	8.74	8.92	9.09
Thereafter	9.85	10.05	10.25
13. Runner, Lotmen, or Washer/ Polisher			
First 6 months' experience	7.85	8.01	8.17
6 to 12 months' experience	8.55	8.72	8.89
After 1 year experience	9.21	9.39	9.58

(Motorcycle and Small Engine Technicians will receive the same rate of pay as classification 3 above, but will not be covered by the incentive program as set forth in Article XX.)

## **DEFINITIONS**

**A. Heavy Duty Truck Technicians:** An employee who works 50% or more of his time on vehicles rated 9,000 gross weight or larger.

**B. Card Index Man:** An employee who is totally engaged in the perpetual inventory system of a parts department and other parts department work.

**C. Runners:** An employee who drives a tow car, picks up and delivers parts, loads and unloads automobiles to and from trucks, trailers or railroad cars, washes removed parts, changes tires and batteries, patches tubes, attaches bumpers on new cars, parks cars, puts in floor mats, and does clean-up work for the Employer.

### **D. Light Duty Automotive Technician**

1. A light duty technician may perform any of the duties set forth in No. 2, below. Light duty technicians shall constitute a separate classification for purposes of the collective

bargaining agreement. In order for the employer to have work performed at the light duty rate, it must actively employ at least one light duty technician. However, once a light duty technician has been employed, the Employer shall have a reasonable period of time hire a replacement in the event that its only light duty technician voluntarily terminates, retires, is discharged, or is unable to work for an extended period of time.

Light duty technicians shall be guaranteed the hourly rate of pay set forth in Exhibit A. Light duty technicians shall receive the incentive rate of pay established in Article XX, Section 2, for each hour produced during the week. Light duty technicians shall be paid the higher of their guarantee or incentive earnings, computed on a weekly basis.

2. Light duty technicians may perform any duties that may be assigned to an internal technician, as well as any lower paid classification. In addition, light duty technicians may perform the following duties on all work, including customer pay.
  - a. Replacement of shocks, struts, and strut springs.
  - b. Replacement of hood and deck struts.
  - c. Tire rotation and replacement, wheel balancing, and wheel bearing repack.
  - d. Replacement of fuel filters, when sold as a maintenance item.
  - e. Replacement of all coolant hoses, and thermostats.
  - f. Replacement of batteries and battery cables.
  - g. Adjustment and/or replacement of all external belts and tensioners.
  - h. Replacement of timing belts.
  - i. Replacement of valve cover gaskets, when sold as a maintenance item.

- j. Recalls that have a time allowance of less than .5 per item.
- k. Replacement of ignition wires.
- l. Fuel system cleaning, including the throttle body, when sold as a maintenance item.
- m. Wheel alignment, when sold as a maintenance item.
- n. Replacement of brake pads, shoes, and calipers, replacement or resurfacing of rotors and drums.
- o. Cabin air filters.
- p. Transmission filter service.
- q. Air conditioning maintenance inspections.
- r. Spark plugs.
- s. Emission service, when sold as a maintenance item.

For purposes of this Section, repair work is distinguishable from maintenance work in that repair work requires that a service technician first diagnose the cause of a condition that has been identified by the customer, in order to perform the appropriate procedure. In contrast, maintenance work involves the performance of a procedure that is generally completed at predetermined intervals to keep the vehicle operating properly.

Effective May 1, 2006, light duty technicians may be employed by the Employer in a ratio of one light duty technician for every four journeyman automotive technicians that are actively employed. Effective May 1, 2007, and thereafter, light duty technicians may be employed in a ratio of one light duty technician to every three journeyman automotive technicians actively employed.

The light duty rate shall not be available for any work performed on a heavy duty truck with a payload capacity of one ton or more.

**E. Internal Technician, Used Car Reconditioning, New Car Get Ready and Installer:** This classification will not apply

to any technician who had seniority prior to April 1, 1971. Individuals involved in used car reconditioning and new car get ready or internal mechanical work for their Employer prior to April 3, 1971, will be entitled to the same guarantee as classification 3 above. In addition, all technicians who had seniority on that date, will be granted preference for employment in the future over this classification in the event of a layoff.

Subject to the foregoing, this classification will perform all new car get ready, used car mechanical work and internal mechanical work for the Employer. Such employees may also install:

- (a) Exhaust system - replacement and alignment;
- (b) Tire changing and rotation;
- (c) Battery installation and battery cable replacement;
- (d) Accessories installation such as radios, stereo tape players, floor mats and hub caps (will not include air conditioning);
- (e) Shock absorber installation (except air shocks, and other shock absorbers, will be part of front end work at the option of the mechanic if the job comes in for front end work;
- (f) Headlamp installation, headlamp alignment if installed by the internal technician, and bulb replacement;
- (g) Signal flasher replacement;
- (h) Replacement of all belts;
- (i) PCV Clean and replace;
- (j) Squeaks and rattles;
- (k) Wind and water leaks;
- (l) W/S washer pump replacement;
- (m) Door and window adjustment;

(n) Cigarette and clock and mirror replacement if the dash doesn't have to be disassembled;

(o) Brake and front end inspection.

**F. Quick Service Lubemen.** Such employees may perform the following duties:

- Change oil and filter;
- The lubrication of the chassis, body, front end, and drive train;
- Belt inspection, and the replacement of the main serpentine belt, if the parts removal necessary to replace the belt is limited to easily removable guards and/or shrouds;
- Fluid changes, when no parts are required, and the checking of fluid levels;
- Changing air filters;
- Changing cabin air filters, if no physical alteration of the vehicle is required, and the replacement of the filter would *not require complex disassembly of the vehicle*;
- Hose inspection, and the visual inspection of other parts on the vehicle;
- Brake inspection, adjustment, and cleaning; and
- Tire inspection, rotation, and the checking of inflation levels.

Such duties may be performed by any lube employee, regardless whether the Employer has a quick service lane.

**G. Supervisory Employees:** A supervisory employee in the shop is a regular full-time employee whose total work is of a supervisory nature, who performs no work with tools, who has the power to supervise and direct shop men in the performance of their duties, and to recommend the hiring and firing of employees under supervision; provided always that a supervisory employee engaged in service work on automobiles, may, on occasion, momentarily employ a hand tool to render service

on a particular automobile on the premises of his Employer.

**H. Apprentices:** Apprentices are those employees of a particular Employer who are employed to learn the trade in one of the craft or specialist classifications specified above, but before any new apprentice is so employed, the Joint Apprenticeship Committee shall be notified in writing and consulted. All Apprentices that are hired and trained under the provisions of this Agreement shall be indentured to the State, the Union, and the Employer of such Apprentice. All Apprentice training will be established and maintained in accordance with the accepted standards specified by the Minnesota Voluntary Apprenticeship Law and the Automotive Machinists Joint Apprenticeship Committee, composed of equal representation from the Employer and the Union. One (1) Apprentice may be employed in a shop or garage employing from three (3) to five (5) Automotive Technicians and Specialists in the job classifications specified above, and in a shop or garage employing more than five (5) such Automotive Technicians and Specialists, the ratio of one (1) Apprentice to every five (5) Automotive Technicians and Specialists shall be maintained. An Apprentice shall serve an apprenticeship of eight thousand (8,000) hours covering the work experience schedules for the particular craft in which he is an Apprentice. The minimum rate of pay for Apprentices shall be as follows:

First 500 hours (probationary period)	60%
Next 500 hours thereafter	65%
Next 1,000 hours thereafter	70%
Next 1,000 hours thereafter	75%
Next 1,000 hours thereafter	80%
Next 1,000 hours thereafter	85%
Next 1,000 hours thereafter	90%
Next 1,000 hours thereafter	95%
Next 1,000 hours thereafter	97%

of the Journeyman's rate for the particular craft in which Apprentice is working.

Apprentices will be paid on the incentive program after six (6) months of employment. For example, a 70% Apprentice will be paid 70% of the incentive hourly rate for each hour produced.

If an Apprentice is retained in the service of the Employer after completing the work experience schedule for the particular craft in which the employee's work as an Apprentice was performed, then such Apprentice shall receive not less than the rate provided for the Automotive Technician or Specialist classification in which the employee is employed, and seniority rights as such Automotive Technicians or Specialist will date from the time he is employed in a particular job classification.

For the purpose of layoff, an Apprentice shall be considered as a Journeyman and shall be retained or laid off according to the employee's date of employment, except that in retaining Apprentices, the minimum ratio of Journeymen to Apprentices shall always be maintained.

Apprentices are subject to the same work rules and disciplinary rules as all other employees.

## **EXHIBIT "B"**

### **CONTRACT CLARIFICATIONS**

1. The following is intended to clarify when an Incentive Technician is entitled to be paid for work assigned in the circumstances where no ticket is written. Our Labor Committee's view of the situation is as follows:

- (1) An Incentive Technician should be paid for any work the employee is assigned to do.
- (2) An Incentive Technician cannot be required to road test a car unless the Incentive Technician has been assigned the job with a written repair order.
- (3) Incentive Technicians can be required to road test their

work when that is necessary to assure that the repair has been properly completed.

Our understanding is that an Incentive Technician can be expected to clean up the employee's own stall as a part of regular duties and would not be entitled to be paid additionally for those duties. However, if required to do cleanup work in the service area beyond cleaning the employee's own stall, the employee should be paid the appropriate incentive rate of pay and that should be added to incentive earnings for that week in order to determine whether the employee exceeded guarantee in that work week.

The question was raised concerning an Incentive Technician working on the dealer's snowmobile or other similar device. Our interpretation of the contract is that an Incentive Technician should also be paid the appropriate incentive rate of pay for that work and it should be added to incentive earnings in that work week to determine whether the employee exceeded the guarantee.

Simply put, our interpretation is that an Incentive Technician can only be required to perform work on a vehicle in one situation, the result of which will not be added to incentive earnings for that week. That situation is involved when the employee has a comeback on work which the employee previously performed. This has been well understood for many years and should not be the source of any confusion.

It should be clearly understood, however, that if an Incentive Technician runs out of work, the employee does not receive credit for time spent when not assigned to perform work in determining whether the employee exceeded guarantee.

2. The Association Labor Committee is prepared to instruct the Employers that it is our understanding that heavy duty trucks will not be distributed throughout the shop to avoid Technicians qualifying as Heavy Duty Truck Technicians. As you know, a Technician qualifies for the classification when the Technician

normally spends fifty percent (50%) or more of the employee's time repairing heavy duty trucks.

In addition on the subject of Heavy Duty Truck Technicians, we are agreed:

- (a) If an individual employee was paid the heavy duty truck guarantee under the previous Agreement, the employee will continue to receive that guarantee under the New Agreement.
- (b) In order to qualify for the heavy duty incentive rate of pay, an employee will have to demonstrate that the employee normally works as a Heavy Duty Truck Technician in accordance with the truck definition. Provided, however, that the contract does require that an incentive mechanic who is occasionally assigned to work on vehicles rated 9,000 gross weight or larger will be paid the heavy duty incentive rate for each such job.
- (c) Irrespective of the requirement that a Heavy Duty Truck Technician must normally spend fifty percent (50%) or more of the employee's time on vehicles rated 9,000 gross weight or larger, it is agreed that each dealership that regularly takes in such vehicles for repair will have one (1) employee who is classified and paid as a Heavy Duty Truck Technician in all respects. This employee would not have to meet the test set forth in the contract definition which requires that the employee normally work on vehicles rated 9,000 gross weight or larger at least fifty percent (50%) of the time.

3. When stewards are involved in handling a grievance on Employer premises, the Employer Labor Committee will advise Employers that they should not require the steward to clock out and thus lose time so long as that privilege is not abused.

4. It is agreed that holiday pay will be added to incentive

earnings when a holiday occurs within the work week for the purpose of determining whether an employee has exceeded guarantee in that work week.

5. The Union advised our Labor Committee that certain Employers were insisting that their Incentive Technicians stay the full forty (40) hours, even in circumstances where there is no productive work to be performed, whereas in the past the same Employers have permitted some of the incentive employees to leave early so long as they were adequately staffed for work which might come in. Our Labor Committee committed itself to meet with any Employer who was unnecessarily insisting that the Incentive Technicians stay the full clock hours when there is no productive work to be performed.

6. It is agreed that apprentices who are first employed after May 1, 1989 must pass a minimum of four ASE automotive tests during their apprenticeship as a condition of achieving journeyman status. Should an apprentice fail to do so, the employment of the apprentice may be terminated at the Employer's option.

7. Employees in the following classifications who were paid over scale by reason of their employment prior to May 1, 1986, shall receive the following increases:

	5/1/2006	5/1/2007	5/1/2008
Internal Technician	.27	.27	.27
Sanders	.23	.24	.25
Greasers and Undercoaters	.23	.24	.25
Stock Men, Counter Men	.43	.44	.45
Counterman			
With 5 years of service	.76	.40	.41
Runners, Lotmen and			
Washer/Polisher	.18	.18	.19

8. Students who are enrolled in the General Motors ASEP program, and Ford ASSET program, or any similar factory sponsored student program will be subject to the following conditions:

- (a) That there shall be a limit of two (2) per dealership.
- (b) The student will be paid 50% of the journeyman automotive technician scale as a minimum in the first year of training and 55% in the second year of training.
- (c) Each student who is employed on or before May 1, 1998 will be assigned to work with a technician who will receive 100% of the trainee's production for the first six (6) months of the program, 75% for the second six (6) months, 50% for the third six (6) months, and 25% for the fourth six months of the program. After six (6) months into the program, the trainee will be credited for incentive purposes with 25%, after one (1) year with 50% and after eighteen (18) months with 75% of the trainee's own production.

Students who are first employed following May 1, 1998 will be assigned to work with a technician at all times and the technician will receive 100% of the student's production. There will be no pooling of the student's production.

It is understood, however, that factory sponsored trainees will not earn incentive pay during any time when a technician is on layoff.

- (d) To the extent it is practical, the student will be assigned work that is related to the course work the student has most recently studied.
- (e) When the program is completed the individual will be placed in the apprenticeship program at a minimum of 85% of scale plus incentive.
- (f) The student will not be required to pay Union dues nor will the student be entitled to fringe benefits or seniority status prior to the completion of the program.
- (g) It is understood that a student may not be classified as a specialist until the student has completed the program and completed the remaining portion of the apprenticeship program.

(h) Students will be permitted to work part-time when in school up to twenty-five hours per week on other duties such as lotmen, runner, etc., but not on mechanical repairs.

(i) The Union shall have the right to grieve any dispute pertaining to compliance with this section.

9. It was agreed that Article VII, Section 7, is properly interpreted to mean that an Employer can hire a fully trained employee in a classification where the opening occurs in preference to a trainee. For example, an Employer may hire an experienced counterman in the parts department in preference to a stock man or runner in that department who might have had some training on the counter.

10. With respect to the Labor Management Committee there will be a limitation of six (6) individuals for each side.

11. For the purpose of determining what is framework on I cars (unibodies), we agreed to utilize the collision repair specialists definition. That definition defined and illustrated the structural items of a I car. Basically it states that structural parts are those parts which support the weight of the vehicle and absorb the energy of the impact, as well as road shock. The parts are the front and rear unibodies, rocker panel assemblies, suspension cross members, strut tower assemblies and radiator supports. The definition also stated that body pillars, while not primary load-bearing structures, also require special treatment and are to be considered structural panels.

It was also stated that in certain applications, additional panel and operations may be considered structural.

Essentially it was agreed that the frame differential would be paid for pulling time on a frame rack or similar device for which the insurance company or customer involved pays the frame premium rate.

## **TWIN CITIES AUTOMOTIVE LODGE #737, IAMAW**

1010 East Highway 96

Vadnais Heights, MN 55127

Telephone: (651) 646-7447

### ***Important Union Information – Please Read***

\* \* \*

**Union Membership:** Once initiated in the Union it is the responsibility of each member to see that his/her dues are paid. A good record of dues payments is your dues card. Have your Secretary Treasurer stamp it each month. If you allow your dues to become sixty (60) days delinquent your membership will be lapsed automatically.

**Unemployed:** If a member is unemployed due to lack of work, illness, accident or termination, be sure to contact the office of Lodge #737, either by phone, call 646-7447, or by mail. A member must be out of work the major portion of the working days of the month in order to qualify for an unemployment stamp, which costs \$2.00 per month. This should be done each month until the member returns to work. Remember, once a member is delinquent in dues for 60 days, his/her membership will automatically lapse.

**Military Leave:** If a member enters the Military Services of the United States, he/she must call this office or come into the office in person and arrange for an Armed Forces Withdrawal Card. The cost of this card is free.

**Withdrawal Card:** If for some reason you sever employment within the jurisdiction of Lodge #737, be sure to contact the Union Office either by phone, 646-7447, or by mail. In order to be eligible for a withdrawal card your dues must be paid for the current month in which you leave. Do not fail to take out a withdrawal card when leaving craft for any reason.

**Retirement Card:** When a member retires, he/she should come to this office and sign an application for a life-time membership retirement card. Or phone 646-7447 and we will gladly mail one to you. A member having 30 or more years of continuous good standing obtains an Exemption Card.

**Contract Information:** Please call your Business Representative – phone: 645-7761.

**Change of Address:** It is the obligation of each member to inform this office – Phone 646-7447 – of a change of address.

**Pension Information:** If you are about to retire or have any questions about your IAM pension plan call the toll free number: 1-800-424-9608.

- Remember, this is your Union. We must all work together to keep it working for us.

**Insurance Information:** For those covered under District #77 Health and Welfare Fund, if you have a hospitalization or medical claim, please ask for insurance forms from the office in the shop in which you work.

There are three portions to this claim form and the insurance company is very strict in regard to the completion of those forms.

On the front side of this form is a section to be completed and signed by the claimant.

The bottom half of the front page is for the employer to complete and sign.

On the reverse side of this form is the doctor's section which must be completely filled out and signed.

After these three sections have been completely filled in, forward same with all doctor, hospital, anesthesiologist, x-ray bills, etc. to Alan Sturm and Associates.

**IF YOU HAVE ANY QUESTIONS CONCERNING YOUR CLAIM OR PAYMENT OF SAME, PLEASE CALL THEM DIRECT AT 952-835-3035.**

**THEN, IF YOU STILL HAVE A PROBLEM, CALL THE UNION DISTRICT OFFICE AT 645-7761 AND CONTACT YOUR BUSINESS REPRESENTATIVE.**

**We Appreciate Your Cooperation – and Thank You  
For Keeping Your Dues Current!**

**Office of Business Representatives and  
District 77 Headquarters - 645-7761  
1010 East Highway 96  
Vadnais Heights, MN 55127**

**Office Hours - 8:30 A.M. to 4:30 P.M.**

**Monday through Friday**

**\* \* \***

**Twin Cities Automotive Lodge 737, I.A.M.A.W.  
Office of Financial Secretary - 646-7447  
1010 East Highway 96  
Vadnais Heights, MN 55127**

**Office Hours - 8:30 A.M. to 4:30 P.M.  
Monday through Thursday**

**Friday 6:00 A.M. to 2:00 P.M.**

**\* \* \***

**Local Lodge Meetings held on the  
second Tuesday of each month  
Afternoon Meeting at 1:00 P.M.  
Evening Meeting at 6:00 P.M.  
at the Machinists Office Building  
1010 East Highway 96  
Vadnais Heights, MN 55127**

**Steward Meetings (October thru May)  
first Monday of each Month  
(See following calendars)**

# 2006

## JANUARY

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# 2007

## JANUARY

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## FEBRUARY

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## APRIL

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## IMPORTANT!

As an employee of the company, you are advised that we have an agreement with Local No. 974, Garage Maintenance, Machine Warehousemen, Repairmen, Inside Men and Helpers, Plastic Employees, governing the hours, wages and working conditions which will affect and govern you as an employee of this company, if you are working in any of the job classifications specified in that agreement which is embodied in this booklet. After 31 days of employment, you must become a member of the Union as a condition of continued employment.

Steward's Initials \_\_\_\_\_



## 2006-2009 WORKING AGREEMENT

*between*

**Minneapolis Automobile  
Dealers' Association**

*and*

**Garage Maintenance,  
Machine Warehousemen,  
Repairmen Inside Men**

**Helpers and Plastic Employees,  
Local No. 974, Affiliated  
With the International  
Brotherhood of Teamsters**

3001 University Avenue S.E.  
Minneapolis, Minnesota 55414  
612-331-2200

Replacement copy \$1

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## **Working Agreement**

THIS AGREEMENT, entered into between MINNEAPOLIS AUTOMOBILE DEALERS' ASSOCIATION, for and on behalf of all its members through its Labor Committee, hereinafter referred to as the "Employer Committee," and LOCAL UNION NO. 974, GARAGE MAINTENANCE, MACHINE WAREHOUSEMEN, REPAIRMEN, INSIDE MEN, HELPERS AND PLASTIC EMPLOYEES, Minneapolis and vicinity, Minnesota, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, for itself and on behalf of the employees of the Employer covered by this Agreement, hereinafter referred to as the "Union Committee."

The dealer members of the Association are hereinafter referred to as the "Employer" or "Employers."

### **ARTICLE I Recognition**

**Section 1.** *The Employer agrees to recognize, and does hereby recognize, the Union, its agents and representatives, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.*

**Section 2.** *The term "employee" as used in this Agreement shall include automotive technicians, heavy duty truck technicians, automobile machinists, electrical machinists, ignition and battery repairmen, radiator men, body technicians and fender men, blacksmiths, automotive trimmers, painters, assemblers, speedometers, carburetors and axle straightening, radio men, washers, greasers, simonizers, sanders, tapers, prep employees, detailer/polishers, drivers, service salesmen, floor men, working foremen, assistant managers who work four (4) hours or more in any department coming under our jurisdiction, parts men, janitors, lot men, light duty automotive techni-*

cians, semi-skilled automotive technicians, undercoaters, tower men, factory sponsored student trainees, and interns.

**Section 3.** The Employers will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union. (Business Agent and Secretary Treasurer.)

**Section 4.** The Employers agree that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

## **ARTICLE II**

### **Preamble**

**Section 1.** As evidence of their determination to secure mutually beneficial stabilized and harmonious employment relations, each of the parties acknowledges and accepts responsibility for the fulfillment of their respective obligations under this Agreement and pledges full cooperation in carrying out its provisions.

## **ARTICLE III**

### **Coverage and Exclusions from Contract**

**Section 1.** This Agreement shall be applicable to employees in the following classifications: automotive technicians, heavy duty truck technicians, automobile machinists, electrical machinists, ignition and battery repairmen, radiator men, body technicians and fender men, blacksmiths, automotive trimmers, painters, assemblers, speedometers, carburetors and axle straightening, radio men, washers, greasers, simonizers, sanders, tapers, prep employees, detailer/polishers, drivers, service salesmen, floor men, working foremen,

assistant managers who work four (4) hours or more in any department coming under our jurisdiction, parts men, janitors, lot men, night duty automotive technicians, semi skilled automotive technicians, undercoaters, tower men, factory sponsored student trainees, and Interns.

**Section 2. Non-Unit Employees.** Where there is no one in the lot man classification on layoff, the Employer is allowed a minimum of two (2) non-union service runners who will not be considered members of the bargaining unit. To be eligible to employ such non-union service runners, the Employer must employ at least one (1) lot man. The maximum number of non-union service runners that may be employed is one (1) service runner for every five (5) journeymen or apprentice automotive technicians actively employed, or any fraction thereof. The duties of non-union service runners shall be as set forth in Article XXII, Section 1(a), entitled "Non-Union Service Runners."

**Section 3. Shuttle Drivers.** The Employer may employ part-time shuttle drivers that are not part of the bargaining unit, for the sole purpose of driving customer courtesy vans. Such an employee shall not work more than four (4) hours per day.

**Section 4. Porters** are excluded from the collective bargaining unit. Porters are employees that are irregularly scheduled, or, scheduled to work on a part-time basis, that are employed for the sole purpose of transporting vehicles owned by the dealership from one sales location to another, or from a sales location to the purchaser of the vehicle.

**Section 5. Certain Body Shop Employees Excluded from Bargaining Unit.** Managerial, supervisory, and clerical employees in the body shop shall not be covered by the collective bar-

gaining agreement, so long as their duties do not include the performance of body repair work on a vehicle.

**Section 6. Management Trainees.** It is agreed that the Employer can employ management trainees who shall be considered excluded personnel not represented by the Union. However, such management trainees cannot be used to (a) displace employees from work without compensating the employee for lost work; or (b) cause the layoff of an employee. If a layoff is anticipated and a management trainee is working in the department in which the layoff is to occur, the management trainee will be removed from the department before it is determined whether a layoff is necessary.

**Section 7. Employees Assigned to New Car Sales Department.** Lot Men/Runners that are assigned exclusively to the new car sales department, with such employees' wages being charged to the new car sales department, shall be excluded from the collective bargaining agreement.

## **ARTICLE IV**

### **New Classifications**

**Section 1.** New classifications created through the handling of new and different merchandise not traditionally or customarily sold and serviced by a dealer in our industry, and confined to service and mechanical operations only, shall be subject to negotiation and agreement by and between the Employer Committee and Union Committee.

## **ARTICLE V**

### **Union Security**

**Section 1.** All employees of the Employers subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such

employees subsequently hired shall become members of the Union within thirty-one (31) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

**Section 2.** The Employer will present to each employee hired (on the first day of employment) application for membership in the Union and, at the same time, present such employee with checkoff authorization for checkoff of dues, initiation fees and other payments due Union. The Employer shall notify the Union Steward of the hiring of such employee, and the Steward shall verify that the Employer has provided the employee with a Checkoff Authorization Form, and a Health Insurance Enrollment Form. The Employer, for all said employees who submit individually signed authorization, shall during the life of this contract deduct from their first pay of each month the Union dues for the current month and remit the same to the appropriate officers of the Union. The initiation fee and delinquent dues of the Union shall be deducted by the Employer and remitted to the appropriate officer of the Union in the same manner as dues collections.

**Section 3.** Dues deducted are to be remitted not later than the 15th of the current month. A statement indicating names of employees, date of employment, amount of dues deducted, clas-

sification and wage scale shall be attached in duplicate. Any Employer that is five (5) days or more delinquent in remitting dues shall be subject to a ten percent penalty on the past due amount.

**Section 4.** The Union agrees to indemnify and hold the Employer harmless from any claims that arise out of the terms and conditions of this Article.

**Section 5. Notification to Union.** On all new employees, Union or non Union, hired to perform work in the service department, parts department, body shop, or to work as a used car lot man, the following information will be given in writing by the Employer to the Union within thirty (30) days from the date of hiring new employees: (1) name of the employee, (2) classification; and (3) date employed. For those employees that have been hired to work in a position that is covered by this collective bargaining agreement, the Employer shall also provide the Union with the employee's home address. New employees shall be given a copy of the Working Agreement which shall be presented to and initialed by the steward.

## **ARTICLE VI**

### **Work Week**

#### **Section 1.**

(a) Eight Eight (8) hours of work performed between 6:00a.m. and 6:00p.m. Monday through Friday, shall constitute a work week of forty (40) hours. Provided, however, that new hires who are first employed after April 16, 1989, and volunteers from those on the payroll prior to that date, may be scheduled to work Tuesday through Saturday at straight time. Should an employee hired prior to April 16, 1989 be laid off from a Monday through Friday schedule, the employee will, however, have the

option to bid into the work schedule of any junior employee whose work week includes Saturday as a regular straight time work day.

(b) Saturday work may be rotated in a classification among employees who are subject to being scheduled Tuesday through Saturday, provided, that there are at least four (4) employees involved in the rotation, and that seniority will be recognized in establishing the rotation.

(c) It will be permissible to set up a split shift operation for janitors only.

**Section 2.** Except as provided in Section 1 above, employees shall not be required to work on Saturday. (Shall be at employee's option.)

**Section 3. Work on Sixth Consecutive Day.** If an employee volunteers for a sixth consecutive day of work, the employee shall receive time and one-half (1/2) the regular rate of pay only for those hours actually worked that are in excess of forty (40) hours during that work week. If an employee is required by the Employer to work a sixth consecutive day, the employee shall receive time and one-half for the first four (4) hours of work on the sixth consecutive day, and double time for any additional hours of work on the sixth consecutive day with a paid holiday or vacation day being considered as time worked, provided that the holiday fell during the employee's regular work week. All work performed on Sunday shall be paid at the rate of double time.

**Section 4.** Overtime shall be divided according to seniority as equally as practicable among regular employees performing a similar class of work.

For employees scheduled to work on a five (5) day, eight (8) hour work schedule, overtime at the rate of time and one-half the guaranteed

hourly rate shall be paid for all time worked in excess of eight (8) hours per day, and for all time worked in excess of forty (40) hours per week. Overtime at the rate of two (2) times the hourly guaranteed rate shall be paid for all time worked in excess of ten (10) hours per day, not to exceed twelve (12) hours in any one (1) day.

For employees scheduled to work on a four (4) day ten (10) hour basis, time and one-half the guaranteed hourly rate shall be paid for all hours worked in excess of ten (10) hours per day or forty (40) hours per week, and double the guaranteed hourly rate shall be paid for all hours worked in excess of fifty (50) hours per week.

In calculating an employee's weekly earnings, one-half of the guaranteed hourly rate shall be added to incentive earnings for each hour of overtime worked at the time and one-half rate. The entire guaranteed hourly rate shall be added to incentive earnings for each hour of overtime worked at the double time rate. Overtime pay is not required if an incentive technician or light duty technician voluntarily remains at work to complete a repair at the end of a shift.

**Section 5.** Employees working on a regular established night shift shall receive a premium of ten percent (10%) over the applicable guaranteed hourly wage set forth in Exhibit A. Incentive paid employees working on a regularly established night shift shall receive a five percent (5%) differential added to their incentive earnings. Any shift ending after 6:00p.m. or beginning before 6:00a.m. on a standard work day shall be considered a night shift.

Night shift employees may not be required to return to work on a day shift unless allowed a minimum of ten (10) hours between shifts

**Section 6.** The Employer will have the option to schedule employees on a four (4) day ten (10) hour basis with two (2) consecutive days off, which can be either Saturday and Sunday, or Sunday and Monday

**Section 7.** The Employer may schedule employees to work four (4) nine (9) hour days and one (1) four (4) hour day provided the four (4) hour day will be either Friday or Saturday.

**Section 8. Coffee Breaks and Lunch.** A break period of fifteen (15) minutes during the first four (4) hours and fifteen (15) minutes during the second four (4) hours of work will be provided to regular full time employees. The breaks will be scheduled in any manner that supervision wishes them to be taken.

Lunch periods will consist of thirty (30) minutes with the exception of service sales and tower operators who may be scheduled for up to one (1) hour.

## **ARTICLE VII**

### **Holidays**

**Section 1.** All full time employees on the seniority list shall be paid eight (8) hours of pay at their basic pay rate as outlined in Exhibit "A" for each of the following eight (8) legal holidays when no work is performed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. If a holiday falls on a Sunday, the day observed by the State or Nation shall be considered the holiday for the purpose of this Section.

All work performed on the legal holidays listed in the contract shall be paid at the rate of double time plus straight time. Working past midnight to complete a regular shift shall not be considered working on the holiday. An employee working on such holiday shall be

eligible for double time, in addition to straight time, only if the employee was otherwise eligible for holiday pay.

With respect to the day after Thanksgiving holiday, the Employer will have the option to schedule up to one-half of each classification to work on that day at straight time. Volunteers will first be requested to work by seniority. If there are insufficient volunteers, the junior employees will be required to work. Those employees who work on that day will be given a floating holiday of the employee's choice to be scheduled later by mutual agreement, provided, the employee was otherwise eligible for holiday pay for the day after Thanksgiving.

Those employees that were hired on or after April 16, 2006, may be required to work on the day after Thanksgiving in addition to those employees that may be required to work under the previous paragraph. Such an employee shall receive a floating holiday, to be taken at a date determined upon mutual agreement of the Employer and the employee.

In addition to the foregoing paid holidays, a floating holiday is established to be scheduled by mutual agreement with seniority preference. Employees will be eligible for this holiday on the employee's anniversary date of employment if the employee has worked one thousand (1,000) hours in the preceding year.

Employees scheduled on a four day, ten hour schedule will be paid ten (10) hours of pay at their basic rate of pay outlined in Exhibit "A" if the holiday falls within the employee's scheduled work week. Holiday pay will be eight (8) hours of pay if the holiday falls outside the employee's scheduled work week.

In order to qualify for holiday pay, an employee must be present for work on the

employee's regular work day immediately preceding, and the employee's regular work day immediately following such holiday. Any new employee who has not been employed for fifteen (15) calendar days immediately preceding such holiday shall not qualify for holiday pay. Regular employees who are absent because of an industrial injury that occurred within a thirty (30) calendar day period prior to the holiday shall not be disqualified for holiday pay. However, such an employee will not qualify for more than two successive holidays. A layoff of employees in the week containing the holiday specified above, or such employee's absence from work during the week immediately preceding such holiday, when written permission for the absence has been given by the Employer, shall not deprive that employee of holiday pay.

Part time employees on the seniority list who normally work less than eight (8) hours per day or forty (40) hours per week will be paid for the hours they would normally have worked on one of the foregoing holidays.

Should a paid holiday fall during an employee's vacation, the holiday will be scheduled as a floating holiday, or paid for in lieu of the day off by mutual agreement.

## **ARTICLE VIII**

### **Incentive Option**

**Section 1.** Only straight hourly or weekly rates shall apply, except that any Employer shall adopt flat rate if his employees in their respective classification vote by a majority rule and secret ballot to adopt same.

**Section 2.** Employees shall be guaranteed the minimum hourly rate of pay for every hour worked, to be computed on a weekly basis.

physically assists the light duty technician in performing work on the vehicle while such training is being provided, the journeyman shall receive the appropriate journeyman incentive rate of pay for the time actually spent performing work on the vehicle.

A journeyman shall not be required to work on a repair order that consists entirely of light duty items, if journeyman work is available for which the journeyman is qualified, including the possession of any specialized skills or training that may be required. If a journeyman is given a repair order including both light duty and non-light duty items, the journeyman shall not be required to perform any light duty work unless it would be unreasonable for the Employer to reassign the light duty items to a light duty technician that is presently available to perform the work.

In the operation of the incentive system for Automotive Technicians, a minimum payment of four-tenths (4/10) of an hour per car or truck will be made on any customer vehicle that has a repair order written on it. (The four-tenths (4/10) minimum shall not apply to the installation of head and tail lights, windshield wiper blades, circuit breakers, fuses, turn signals and four way flashers. The four-tenths (4/10) minimum will also not apply to factory recalls and campaigns.)

There will be a minimum of one-half (1/2) hour for emission work on any customer vehicle. This will not apply to warranty work.

**Section 4.** Heavy Duty Truck Technicians, as defined in Article XXII (e), will be paid on the following basis:

	<u>4/16/06</u>	<u>4/16/07</u>	<u>4/16/08</u>
0 to 39.9 hours produced	\$22.75	\$23.20	\$23.70
40 to 44.9 hours produced	24.10	24.60	25.05
45 to 49.9 hours produced	24.45	24.90	25.40

50 to 54.9 hours produced	24.80	25.30	25.80
55 to 59.9 hours produced	25.10	25.60	26.10
60 hours or more	25.45	25.95	26.45

In all other Respects the conditions of Section 3 will apply to Heavy Duty Truck Technicians.

**Section 5.** The forty (40) hour production requirement set forth above will be reduced to thirty-two (32) hours when an employee is absent due to illness or accident for one day during the work week. This will not apply (unless excused by management in writing) in the case of absences on Monday or Friday or the day before or after a holiday. The forty (40) hour production requirement will be reduced by an equivalent number of hours when technicians are working on a reduced work week pursuant to Article IX, Section 1 of this Agreement. This Section shall not be applicable to light duty technicians.

**Section 6.** If an incentive technician, body technician, or painter is sent to school for a day or is paid for a holiday or day of vacation in accord with this Agreement, he will be credited with those hours (the hours he would have normally been scheduled to work, but not less than eight hours for a full day of school, or a full day of vacation) as hours produced in determining the number of hours produced for the week. Provided, however, that such employees will be paid the automotive service technician incentive rate of pay set forth above for the first 39.9 hours produced times the hours he would have normally worked for each day of schooling. This Section shall not be applicable to light duty technicians.

**Section 7.** Body Technician/Painter Incentive Rates:

**Section 11.** Whenever possible, work orders shall be written and attached to the automobile before jobs are assigned.

## **ARTICLE IX**

### **Layoffs and Discharges**

**Section 1. Reduced Work Week.** The Employer may schedule a thirty-five (35) hour week for up to four (4) weeks per calendar year. The reduced work week may be extended beyond four (4) weeks by a majority vote of the classification affected. Any work week of less than thirty-five (35) hours must be established by unanimous agreement of the affected employees.

**Section 2. Grounds For Discharge - Severance Pay.** Upon completion of the probationary period, employees may only be disciplined or discharged for just cause. Dishonesty, drunkenness, drinking or being under the influence of intoxicating liquor while on the Employer's premises, or during working hours; possession, use, sale, or being under the influence of controlled substances; insubordination, the violation of any of the terms and provisions of this agreement, or, the serious violation of posted work rules that are not in conflict with the written provisions of this agreement, shall be grounds for immediate discharge. The Employer shall provide the Union with a copy of any new work rules prior to their implementation.

In cases of misconduct that does not constitute just cause for immediate discharge, the following procedures shall be observed:

- First offense – documented verbal warning notice.
- Second offense – written warning notice.
- Third offense – three-day suspension and written warning notice.

- Fourth offense – discharge.

Any employee that has engaged in misconduct resulting in that employee reaching the fourth step of the disciplinary process shall be discharged, unless the Employer and the Union mutually agree that a lesser penalty may be imposed, due to mitigating circumstances. Such agreement must be in writing, and shall be signed by the Employer, the Union, and the employee. Disciplinary action imposed prior to the effective date of this agreement shall be subject to the provisions of a Memorandum of Understanding, attached as Exhibit C.

Warning notices for tardiness of fifteen (15) minutes or less shall not be effective for more than one (1) year from the date of issuance.

Employees discharged for misconduct other than what would constitute just cause for immediate discharge shall receive at least one (1) week's notice before being discharged, or one (1) week's pay in lieu thereof.

Written warning notices shall be signed by the employee and the Employer, and the written warning notice shall permit the employee to comment upon the disciplinary action being taken. Copies of all written warning notices, suspension notices, and discharge notices shall be provided to the employee and to the Union.

**Section 3. Challenge to Discharge.** Any employee who feels that he is unjustly discharged must file a written protest with the Employer within five (5) working days from the time of such discharge in order to receive consideration. Should an investigation prove that he was unjustly discharged, he shall be entitled to reinstatement with compensation at his regular rate of pay for all time lost.

**Section 4. Layoffs and Recall.** Seniority status is based upon length of service of the employee in a classification contained in Exhibit A of this Agreement. When reductions in the working forces become necessary because of fluctuations in business or other conditions beyond the control of the Employer, the Employer shall give proper recognition to the length of the employee's service. Employees (excluding apprentices) who are essential to the efficient operation of the business because of special training or ability may be retained regardless of other factors involved. When the force is again increased, the employees will be returned to work based upon classification seniority. Provided, however, that employees who are on layoff or on disability for a period of time equal to the employee's length of service (with a minimum of twenty-four (24) months and a maximum of forty-eight (48) months) will not be entitled to recall.

When layoffs are required, employees shall be given two (2) days notice before being laid off, or two (2) days pay in lieu thereof, except in instances of a fire, flood, or emergency of such a nature as to make it impractical for the Employer to operate.

An employee laid off from a classification may bid the position of an employee in a lower paid classification based upon length of service with the Employer, if the bidding employee is immediately qualified to perform the work of that classification without further training. The employee will receive the pay rate set forth in Exhibit A, or the incentive rate for the job he is placed in after displacing the employee in the lesser paid classification by seniority.

If an employee hired prior to April 16, 1989 is laid off from a Monday through Friday schedule, the employee may not be required to

work on Saturday but will have the option to bid into a junior employee's schedule which includes Saturday (see Article VI, Section 1).

**Section 5. Notice of Recall from Layoff.** An employee on recall for work after a layoff shall be given five (5) working days to report for work after notice is sent by Certified Mail with receipt to his last known address. An employee's seniority rights shall not be lost because of illness or failure to report for work of a temporary nature. Temporary work shall mean anything under thirty (30) days.

**Section 6. Solicitation of Work Outside of Employment.** No regular employee shall solicit or perform work of the character performed by his Employer for any persons, person or organization other than in connection with his regular duties and under the supervision and management of his Employer. Any employee so doing shall be discharged immediately. The Union shall also have the right to order the discharge of any employee for the above reasons.

**Section 7. Acceptable Standards of Performance.** All employees covered by this Agreement shall produce the quantity and quality of work established as standard in the industry and will perform and carry out the duties assigned to them and shall cooperate with the Employer in every way possible. Suggestions where possible as to improved methods, acceptance of and cooperation in establishing new methods for increased efficiency in production introduced by the Employer, elimination of all unnecessary waste, and at all times will promote the welfare and progress of the Employer's business.

**Section 8. Uninsurable Employees.** For those classifications that require an employee to operate a vehicle, the parties recognize that

eligibility for coverage under the Employer's liability insurance policy is a necessary requirement of the job. In the event that the Employer's insurer refuses to cover an employee under such policy, the Employer may assign such an employee to a vacant position within the bargaining unit that does not require the employee to operate a vehicle, or, if no such position exists, the Employer may place such employee upon an unpaid leave of absence. Such a leave of absence shall be subject to the same time limitations set forth for layoffs in Article IX, Section 4.

## **ARTICLE X**

### **Regular Employees - Probationary Period**

**Section 1.** A regular employee is one with thirty-one (31) continuous days' employment with a single Employer. The Employer shall have the right to request an additional thirty (30) days probationary period for the employees from the Shop Committee. During the probationary period and any extension thereof, the employee may be discharged with or without just cause.

Provided, however, that it will be the joint responsibility of the Union Steward and the Service Manager to meet at or near the expiration of the thirty (30) day probationary period. They will at that time be required to put the employee on the seniority list or grant an extension of the probationary period in writing. If an extension is requested, the employee will be included in the meeting. Seniority will not be established until the meeting occurs.

## **ARTICLE XI**

### **Daily Guarantee of Work or Pay**

Employees who report for work at their regular starting time, unless notified the

previous day not to report, shall be guaranteed four (4) hours' work or pay, based on their established rate of pay and an employee called into work outside of his regular shift or schedule shall be guaranteed four (4) hours' work or pay at the rate of double time. (The minimum of four (4) hour call in at double time does not apply to work on the sixth day). This is not meant to include evening meetings.

## **ARTICLE XII**

### **Payment of Wages for All Work Performed, and Shop Meetings**

All employees shall be paid for every hour spent on the premises at the Employer's request. This section shall not pertain to shop meetings. Said shop meetings shall not be held over once a month. Attendance at shop meetings is not mandatory but it is fully supported by the Union and Employer Committees as beneficial to employees.

## **ARTICLE XIII**

### **Posting of Vacant Positions and Seniority Preference in Scheduling**

**Section 1.** When openings occur within classifications covered by this Agreement, notice of such openings will be posted to permit employees to express a desire to transfer to the involved classification. Final selection shall be at the option of the Employer.

**Section 2.** It is further understood and agreed that the Employer shall continue to inform the Union when they have need of additional or replacement employees and that the Union may have the right and privilege to refer to the Employer its members and the Employer shall have the right of selection or rejection of such members based on the same selection or

rejection principle in effect for applicants for employment not members of the Union.

**Section 3.** When an Employer establishes a work week of less than five (5) days, notice will be given to all employees in the classifications involved at least five (5) working days in advance of the effective date. Openings on that shift will be posted on a bulletin board and qualified employees will be allowed to bid for the shift by seniority. In the event there are insufficient bids from qualified employees, junior employees will be assigned to the shift by seniority and qualifications.

Five (5) working days' notice will also be given in the event the Employer discontinues the four (4) or four and one-half (4½) day work week.

**Section 4. Shift Preference.** Employees, upon changes in shift operations, new hire, etc., shall have the right to bid for either day or night shifts, and start times, in accordance with the employee's seniority in the classification, provided, that the employee has the specialized training or ability that is required. If employees do not indicate their preference, the Employer shall assign such employees having the least seniority to the night shift, or any schedule which includes Saturdays. During the probationary period, an employee may be assigned to any shift, regardless of to seniority, that is appropriate to provide necessary supervision.

If an Employer establishes a Tuesday through Saturday work shift, employees will be permitted by seniority within classifications to bid for shift preference between the Monday through Friday and Tuesday through Saturday shifts on June 1 on an annual basis.

## **ARTICLE XIV**

### **Leaves of Absence and Maximum Duration of Leaves**

**Section 1.** If an employee is transferred from one classification to another within the bargaining unit, the employee will retain seniority in his previous classification for thirty (30) calendar days during which period of time the employee can voluntarily choose to return to his previous classification or be involuntarily returned in the event the Employer disqualifies the employee.

**Section 2.** In the event a bargaining unit employee transfers to a position outside of the bargaining unit, a leave of absence, which will not exceed six (6) months' duration, may be arranged by mutual agreement between the employee, the Union acting through the Shop Steward and the Employer. This leave must be in written form signed by the employee, Employer and Union Steward with a copy sent to the Union office. Such leave may be extended for an additional six (6) months upon mutual agreement of all parties, with the total amount of leave not to exceed one (1) year.

**Section 3.** Leaves of absence for personal reasons in excess of thirty (30) calendar days shall be in written form and shall not exceed one (1) year's duration. Such leaves are subject to mutual agreement by the employee, the Union acting through the Shop Steward and the Employer. The foregoing will not apply to leaves which are legally required. The dates of the leave, length of time and purpose of the leave will be specified and signed by the employee, the Union Steward and the Employer and a copy shall be sent to the Union office.

**Section 4.** In the event of a death in an employee's immediate family the employee will

be entitled to up to three (3) days of leave with pay to attend and make arrangements for the funeral on the following conditions:

a. The employee must have established seniority and be actively at work at the time involved as a full time or regular part time employee.

b. The leave will be paid based upon the number of hours the employee was scheduled to work at the employee's regular hourly rate of pay set forth in Exhibit "A."

c. The last day of the leave will be the day of the funeral and the employee will not be paid for any days when he was not scheduled to work. If, however, the funeral is one hundred (100) or more miles from the employee's residence, the last day of the funeral leave will be the day after the funeral to allow for travel.

Immediate family, for the purpose of this article, means the parent, spouse, child or grandparent of the employee and the parent of the employee's spouse.

In addition to the foregoing, a one day paid leave will be available to employees to attend the funeral of the employee's brother, sister, brother-in-law, sister-in-law, or grandchild.

**Section 5.** Military leaves of absence, and an employee's rights upon return from a military leave, shall be as provided by law.

**Section 6.** The Employer agrees to grant reasonable time off without pay and without discrimination to any employee designated by the Union to attend labor conventions and other meetings pertaining to the Local No. 974, but not to exceed one man from each shop, provided, however, that in case of a key man, such absence will not interfere with the proper or efficient operation of the Employer's business.

**Section 7.** Maximum Duration of Disability Leave. An employee that has been on a disability leave of absence for a period of time that is equivalent to his length of service (subject to a minimum of twenty-four (24) months and a maximum of forty-eight (48) months) shall lose all seniority rights.

## **ARTICLE XV**

### **Reclassification and Payroll Inspection**

**Section 1.** Employees shall receive the rate of pay established for the job classification to which they are assigned in accordance with Exhibit "A", except any employee whose present basic straight time hourly rate is higher than set forth in Exhibit "A" shall not have such rate reduced as a result of this Agreement.

**Section 2.** The Employers agree not to reclassify employees as a subterfuge to defeat the purpose of this Agreement.

**Section 3.** An employee who is transferred to a lower classification at his request to provide said employee with employment shall receive the rate of pay of the classification to which he is assigned. When an employee so transferred is reinstated to his former classification, he shall receive the rate of pay he received before the original transfer but in no event less than the minimum set forth in Exhibit "A".

**Section 4.** With approval of the Employer Committee, shop payroll records and all records bearing on payrolls will be open for inspection by the representative of the Union authorized to make such inspections.

**Section 5.** Upon the request of the Employer Committee, the Union will provide the Employer Committee with either a copy of the contract or have open for inspection copies of all contracts entered into with automobile

dealers in Minneapolis who are not a party or parties to this contract.

**Section 6.** No agreement shall be entered into with the employees individually or collectively by any individual Employer which in any way conflicts with the terms of this Agreement, except in cases where the Employer Committee and the Union Committee reach an agreement by the process of the grievance machinery.

## **ARTICLE XVI**

### **No Discrimination**

**Section 1.** The provisions of this contract shall be applied to all employees without discrimination on account of sex, race, color, creed, national origin, age, or sexual orientation. No employee shall be in any way discriminated against for giving information or testifying concerning alleged violation of this Agreement.

## **ARTICLE XVII**

### **Vacations**

**Section 1. Eligibility.** Employees shall be eligible for vacation benefits under the conditions set forth in this Article. Employees may utilize accrued vacation benefits only after their anniversary date of employment.

**Section 2. Vacation Eligibility for Full-Time Employees.** Full-time employees shall be eligible for the following vacation benefits:

<b>Years of Continuous Full-Time Service Since the Most Recent Date of Employment</b>	<b>Weeks of Vacation Benefits Earned Per Year</b>
1	1
2	2
8	3
20	4

**Section 3. Proration of Vacation Benefits for Current Employees.** In order to be eligible for full vacation benefits, full-time employees must have worked at least one thousand six hundred (1,600) hours during the year preceding their anniversary date of employment. If such employees have not worked at least one thousand six hundred (1,600) hours, they shall receive one-tenth (1/10) of their normal vacation for each one hundred sixty (160) hours worked during the twelve (12) months preceding their anniversary date of employment.

**Section 4. Computation of Vacation Pay.**

**Incentive Employees:** Full time technicians, body technicians, and painters who work under the incentive program shall receive vacation pay, with one (1) week of vacation pay being computed at forty (40) hours times the automotive service technician incentive rate of pay for up to 39.9 hours of production. Light duty technicians shall receive vacation pay based upon forty (40) hours at the light duty technicians' incentive rate of pay, for each week of vacation.

**Hourly Compensated Employees.** Full time hourly compensated employees shall receive vacation pay, with one (1) week of vacation being computed at forty (40) times their regular straight time hourly rate of pay, as set forth in Exhibit A. Provided, however, that employees who are regularly scheduled to work in excess of forty (40) hours per week will be paid their regular straight time rate of pay times the number of hours in the employee's regular scheduled work week for each week of vacation.

**Section 5. Pro Rata Vacation Pay for Part-time Employees.** Eligible part time employees shall receive pro rata vacation benefits, based upon the average number of hours worked per

week during the twelve (12) months preceding their anniversary date of employment.

**Section 6. Payment Upon Termination.** Upon the completion of one (1) year of continuous service, employees that are terminated, or who voluntarily quit their employment and have given at least one (1) week's written notice to the Employer and the Steward, shall be eligible to receive prorated vacation benefits. Such prorated vacation benefits shall be based upon one-twelfth (1/12) of the employee's vacation for each month worked since their most recent date of employment. For purposes of computing prorata vacation benefits under this section, an employee will be considered to have worked a full month in any month in which he has worked at least one hundred sixty (160) hours.

**Section 7. Scheduling of Vacation.** The Employer shall post a vacation schedule by May 15th, setting forth the number of employees that will be permitted to take vacation at any time. For vacations scheduled within thirty (30) days of the posting of the vacation schedule, vacations shall be selected on the basis of seniority. Thereafter, remaining vacations shall be scheduled on a first come, first served basis, with the Employer having the right to approve or disapprove such requests based upon work load.

Vacations shall be scheduled so as to cause a minimum of disruption to the business. Once vacations have been scheduled, changes to the vacation schedule may be made only upon mutual agreement between the dealership and the affected employees.

Fifty percent (50%) of an employee's accrued vacation may be used on a day at a time basis, upon mutual agreement of the Employer and the employee. When such a vacation day is

used, a heavy duty truck technician, automotive technician, body technician, and painter shall be credited with the number of flat rate hours equivalent to the number of hours of vacation taken, in determining the number of flat rate hours produced during the week, as provided in Article VIII, Section 6. Light duty technicians shall not receive production credit for such hours of vacation.

**Section 8. Loss of Vacation Pay and Option to Receive Vacation Pay.** Vacation shall be taken within twelve (12) months following the date upon which such vacation was earned. If an employee does not take all of the vacation earned within the twelve (12) month period, the Employer will have the option of paying the employee the remaining vacation pay due in cash or scheduling the employee to take the vacation on dates determined solely by the Employer. In all other circumstances, there shall be no vacation pay in lieu of actual time off. Employees shall have the option of drawing their vacation pay on the working day before or after their vacation. Employees shall designate their option at the time the vacation is scheduled.

**Section 9. Military Service.** Employees who leave their employment because of military service shall be paid vacation benefits on the same basis as an employee that has been terminated.

When an employee returns from military service, and is reemployed by the same Employer, the employee will be given credit for time in the military service for the purpose of determining the amount of vacation the employee earns in the year in which he is returned to employment.

## **ARTICLE XVIII**

### **Grievance Procedure**

**Section 1.** A grievance is defined as an alleged violation of the terms of this Agreement. All grievances shall be adjusted in the following manner: (a) The grievance shall be taken up by the employee and/or the shop steward with the foreman of the department involved. The foreman must give his answer within three (3) working days. If no satisfactory settlement is reached, then (b) The employee may file a written grievance specifying the Articles and Sections of the Agreement which he believes have been violated. After the written grievance is filed, the employee, with a Union representative, will meet with the authorized representative of the Employer. In the event no satisfactory agreement is reached, the matter may be referred to the Compliance Committee.

**Section 2.** The Compliance Committee shall consist of the Labor Committee designated by the Employers. The Committee shall be designated and shall be authorized to act on behalf of the Employer in an effort to settle any grievance or dispute coming within the terms of this Agreement. Upon proof that a violation occurred, the Compliance Committee shall require the offending Employer to cease and desist or take whatever action is necessary to correct the violation. No settlement involving wages shall be retroactive for more than thirty (30) days except if the wage provisions of this Agreement are violated during a covered employee's probationary period and a complaint is filed within thirty (30) days after the completion of the probationary period, payment of such wages as are found owing shall be retroactive to the inception of the particular violation.

In the event an Employer refuses or fails to abide by an order of the Compliance Committee, such Employer shall be obligated to pay all costs incurred in any arbitration or other proceedings required to enforce the order of the Compliance Committee, including reasonable attorneys' fees. This shall not be construed to require an Employer to pay for any lost time in the event strike action is utilized by the Union or employees in an attempt to enforce compliance.

**Section 3.** There shall be no strikes or stoppages of work because of misinterpretation or violations of this Agreement. Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement which cannot be settled between the parties involved shall be settled by the Union and Compliance Committee, except that the Employer shall not be required to consider any grievance not submitted to it in writing within thirty (30) days (except for discharge which must be submitted within five (5) working days of the time of its original occurrence). If the grievance is not settled it may be referred to the Compliance Committee established in Section 2 of this Article. If the controversy cannot be so settled such controversy shall be referred to a Board of Arbitration composed of one (1) representative of the Union and one (1) representative of the Employer and a third neutral member to be selected by the first two. In the event the parties are unable to agree upon a third neutral member, the services of the Federal Mediation and conciliation service will be utilized to accomplish the selection. A request will be made from the service for a list of no less than five (5) names and the parties will alternately strike names from that list to select the neutral member. The party to strike first will be determined by lot. A majority

decision of the Board of Arbitration shall be final and binding upon both the Union and the Employer, and such decision shall be rendered in writing, provided, however, that the terms of this Agreement, or any Agreement made supplementary hereto, and provided that no decision of the Board shall be retroactive beyond the date of the original occurrence of the grievance.

## **ARTICLE XIX**

### **Tools, Uniforms, Tool Insurance**

**Section 1.** Employers shall furnish all cutting tools such as files, hacksaw blades, electric drills, reamers, creepers, drop cords and all special tools.

**Section 2.** The cost of coats or coveralls required to be worn by the employees on the job and the expense of laundering or cleaning these garments shall be divided equally between the Employer and the employee, except that any signatory Employer who now bears the full cost of furnishing and laundering such required work garments shall continue to do so. It shall be just cause for discipline or discharge of any covered employee if he wears the work garments so furnished for purposes other than to perform his work for his Employer or at any time when not performing work for his Employer except established lunch or relief periods. Each employee shall be permitted to change such work garments up to three (3) times a week. When other than a rental service is used and work garments are purchased on a fifty-fifty basis, and when an employee is terminated, then one-half (1/2) of these work garments shall become the property of the employee on the effective date of termination. It shall not be considered a violation of this Agreement if, during the probationary period of his employment, any covered employee is not

furnished work garments by his Employer.

The employee's share of the cost of uniforms will be deducted from the employee's wages. In addition, if an employee terminates employment, a deduction for the cost of the uniforms may be made if the employee does not return any uniforms required to be returned.

The Employer shall pay any start-up costs if the Employer determines to obtain uniforms from a different source.

**Section 3.** The Employer shall furnish fire insurance to a maximum limit of Eighteen Thousand Dollars (\$18,000.00) for each employee's tools used on an Employer's premises. In addition, the Employer will furnish burglary insurance to the extent of Eighteen Thousand Dollars (\$18,000.00) covering theft of an employee's tool box resulting from forcible entry. In addition, coverage will be provided for loss of tools when there is clear evidence of theft, i.e. evidence that the tool box has been forced open. Employees will, however, be required to supply an accurate inventory annually and update the inventory when they add to or remove tools. In the event of a claim under either form of insurance any recovery will be subject to a One Hundred Dollar (\$100.00) deductible to be paid by the employee.

The Employer will provide an arrangement by which technicians can chain their tool box to the bench or building provided the employees in the dealership request it and agree to lock up at lunch hour and when they leave work at the end of the day.

## **ARTICLE XX**

### **Apprenticeship**

**Section 1.** Apprentices are those who have been employed to learn the trade. They will be

given every opportunity to do so and will be advanced as rapidly as their knowledge and fitness merits. One apprentice may be employed for each five (5) journeymen and shall be paid according to the terms of Minneapolis Dealers Association Apprenticeship Agreement.

The Joint Apprenticeship Committee established by Section 2 of this Article is authorized to grant additional apprentices on request when the committee is satisfied that the dealership is properly training apprentices.

**Section 2.** This apprenticeship training program was formulated by the Minneapolis Automobile Dealers Association's Joint Apprenticeship Committee, representing the Association and Local Union No. 974, Garage Maintenance, Machine Warehousemen, Repairmen, Inside Men, Helpers and Plastic Employees, in cooperation with the Minnesota Apprenticeship Council, and is based on the Minnesota State Standards for apprenticeship training, and shall become a part of this Agreement.

**Section 3.** Apprentices will be subject to the same work rules and disciplinary procedures including discharge as all other classifications.

**Section 4.** At such time that apprentices entering the apprenticeship program on or after April 16, 2006 become eligible to participate in the incentive program, such apprentices shall receive incentive pay calculated by the applicable apprentice percentage of the journeyman guarantee rate. If any apprentice is assigned the duties set forth in Article XXII, Section 1(b)(3) (pertaining to light duty work), such apprentice shall receive the full light duty incentive rate of pay for each hour produced.

**Section 5.** Apprentice wage scales, and other

terms of employment, shall be as set forth in Exhibit D.

## **ARTICLE XXI**

### **Classification and Wage Rate**

**Section 1.** The classification of work covered by this Agreement and minimum wage scale are designated in Exhibit "A", attached hereto and made a part hereof, the same as if they were written herein.

## **ARTICLE XXII**

### **Definition of Classifications**

#### **Section 1.**

(a) **Non-Union Service Runners.** The work of Service Runners shall be defined so as to include the following miscellaneous work, performed on an intermittent basis: Calls for and delivers cars, drives tow truck or motorcycle; picks up parts; changes tires, wheels and batteries; performs lot duties, such as changing batteries and tires, starting cars, wiping cars, but such employee shall not perform skilled mechanical work. Wherever a regular lot man is now employed, Service Runners shall not perform work to the extent of causing lot men to lose time. In time of peak periods Service Runners may assist washers, greasers or polishers, providing that in any one day such work shall not exceed fifty percent (50%) of the Service Runner's time.

#### **(b) Light Duty Automotive Technicians.**

1. A light duty technician may perform any of the duties set forth in No. 3, below. Light duty technicians shall constitute a separate classification for purposes of the collective bargaining agreement. In order for the Employer to have work performed at the light duty rate, it must actively employ at least one (1) light duty techni-

cian. If the Employer has multi-shift operations, it must employ at least one (1) light duty technician on the day shift, and one (1) light duty technician on the night shift. If the Employer has Saturday service operations, it shall be the Employer's option whether a light duty technician is scheduled to work on Saturday. The Employer shall have a reasonable period of time to hire a replacement in the event that any light duty technician required by this Section voluntarily terminates, retires, or is discharged, or is unable to work for an extended period of time.

2. Light duty technicians shall be guaranteed the hourly rate of pay set forth in Exhibit A. Light duty technicians shall receive the incentive rate of pay established in Article VIII, Section 3, for each hour produced during the week. Light duty technicians shall be paid the higher of their guarantee or incentive earnings, computed on a weekly basis
3. Light duty technicians may perform any duties that may be assigned to a semi-skilled technician, as well as any lower paid classification. In addition, light duty technicians may perform the following procedures on all work, including customer pay.
  - a. Replacement of shocks, struts, and strut springs.
  - b. Replacement of hood and deck struts.
  - c. Tire rotation and replacement, wheel balancing, and wheel bearing repack.
  - d. Replacement of fuel filters, when sold as a maintenance item
  - e. Replacement of all coolant hoses, and thermostats.

- f. Replacement of batteries and battery cables.
- g. Adjustment and/or replacement of all external belts and tensioners.
- h. Replacement of timing belts, when sold as a maintenance item.
- i. Replacement of valve cover gaskets, when sold as a maintenance item.
- j. Recalls that have a time allowance of less than .5 per item.
- k. Replacement of ignition wires, when sold as a maintenance item.
- l. Fuel system cleaning, including the throttle body, when sold as a maintenance item.
- m. Wheel alignment, when sold as a maintenance item.
- n. Replacement of brake pads, shoes, and calipers, replacement or resurfacing of rotors and drums.
- o. Cabin air filters.
- p. Transmission filter service.
- q. Air conditioning maintenance inspections.
- r. Spark plugs, when sold as a maintenance item.
- s. Emission service, when sold as a maintenance item.

Only for purposes of items d, h, i, k, l, m, r, and s, repair work is distinguishable from maintenance work, in that repair work requires that a journeyman service technician first diagnose the cause of a condition that has been identified by the customer, in order to perform the appropriate procedure. In contrast, maintenance work involves the performance of a procedure

that is generally completed at pre-determined intervals to keep the vehicle operating properly, or, involves the performance of a procedure which is recommended by an employee other than a journeyman service technician. With respect to all of the other procedures listed above, such procedures shall always be paid at the light duty rate of pay, plus journeyman premium, if applicable, regardless whether the procedure is maintenance or repair.

It is not necessary that a light duty technician be able to perform all of the foregoing procedures in order for the Employer to utilize the light duty provisions of the collective bargaining agreement. However, an employee may be classified as a light duty technician only if there is a realistic expectation that the employee is, or will become, proficient in performing most of the light duty procedures performed by the Employer.

4. Effective April 16, 2006, light duty technicians may be employed by the Employer in a ratio of one light duty technician for every four journeyman technicians that are actively employed. Effective April 15, 2007, and thereafter, light duty technicians may be employed in a ratio of one (1) light duty technician to every three (3) journeyman technicians actively employed. This ratio may be exceeded to the extent necessary for the Employer to comply with the requirement that there be at least one (1) light duty technician on the day shift, and one (1) on the night shift.
5. The light duty rate shall not be available for any work performed on a heavy duty truck having a rating of one (1) ton or more.

6. Upon the request of either party, the parties shall meet during the term of the agreement to discuss any issues that may arise concerning the implementation of the light duty classification. Such issues shall include, but not be limited to, the impact of the light duty provision upon journeyman technicians, and the extent which the provision has been effective in permitting dealerships to be more competitive on certain types of work. If, following such discussions, the parties mutually agree to modify contract language concerning the light duty provision, such modifications shall be reduced to writing and incorporated within the provisions of the collective bargaining agreement. If no agreement is reached, the existing contract language shall remain in effect. There shall be no strike or lockout in the event that the parties fail to reach agreement.

(c) Semi Skilled Automotive Technicians. Only employees hired after April 15, 1971, shall qualify for this classification. The work to be performed by this classification will be limited to internal work for the Employer, new car get-ready, used car get-ready and certain installation functions as follows:

1. Exhaust system (replacement and alignment).
2. Tire changing and rotating.
3. Battery installation.
4. Battery cable replacement.
5. Accessory installation (except air conditioning). This category will include: radios, stereo-tape players, floor mats, hubcaps, etc.
6. Shock absorber installation (except air shocks, and with the understanding that if shock absorbers are a part of a job

which comes in for front end work, it will go to the Incentive Technician who is assigned to front end work at his option).

7. Head lamp, bulb and courtesy switch replacement and head lamp alignment.
8. Signal flasher replacement.
9. Replacement of all belts.
10. P.C.V. clean or replace.
11. Squeaks and rattles.
12. Wind noise and water leaks.
13. W/S washer pump replacement.
14. Door and window adjustments.
15. Cigarette and clock replacement if dash doesn't have to be disassembled.
16. Mirror replacement.
17. Brake inspections.
18. Wheel balancing when done as a maintenance item.
19. Drain and flush when no parts are involved.

Semi-skilled Automotive Technicians do not participate in the incentive program.

(d) Lube Man Duties. Lube men may perform the following duties:

1. Change oil and filter.
2. The lubrication of the chassis, body, front end, and drive train.
3. Belt inspection, and the replacement of the main serpentine belt, if the parts removal necessary to replace the belt is limited to easily removable guards and/or shrouds.
4. Fluid changes, when no parts are required, and the checking of fluid levels.
5. Changing air filters.
6. Changing cabin air filters, if no physical

alternation of the vehicle is required, and the replacement of the filter would not require complex disassembly of the vehicle.

7. Hose inspection, and the visual inspection of other parts on the vehicle.
8. Brake inspection, adjustment, and cleaning.
9. Tire inspection, rotation, and the checking of inflation levels.

(e) Heavy Duty Truck Work. Heavy Duty Truck Work is defined as work on the power train, or suspension, of any four wheel drive truck of 6,200 pounds gross vehicle weight or more, or any two wheel drive truck of 7,000 pounds or more, or any diesel powered truck.

Work on the power train or suspension shall include the following:

1. Brake work.
2. Tire mounting and balancing.
3. Work on the steering linkage.
4. Work on the port fuel injectors, and the fuel tank or fuel pump, excluding fuel filters when done as normal maintenance.
5. Work on the cooling system, excluding powerflushes, drain and fill when done as normal maintenance.
6. Work on the differential, excluding fluid changes or fills that may be performed by removal of the drain plug.
7. Work on the starter of any Diesel powered truck.
8. Work on the ignition system, excluding such work when done as normal maintenance.

9. Electrical work on the engine or transmission management systems.
10. Work on the exhaust system or the catalytic converter.
11. Diagnostic work on the power control module, but only when the necessary repair is to a power train component.

Automotive technicians will be paid the heavy duty wage differential for performing heavy duty truck work even though the individual is not classified as a Heavy Duty Truck Technician.

Whether an employee is properly classified as a heavy duty truck technician, and therefore, eligible to receive the heavy duty truck rate for all mechanical work performed at the dealership, shall be determined by application of a calendar quarter test. If, during a calendar quarter, a mechanic spends fifty percent (50%) or more of his time performing mechanical repair on heavy duty trucks, as defined in this collective bargaining agreement, that individual shall be classified as a heavy duty truck technician at the commencement of the next calendar quarter. Once classified as a heavy duty truck technician, he shall then receive the heavy duty truck rate of pay set forth in the collective bargaining agreement. The employee shall continue to be classified as a heavy duty truck technician until he fails to spend fifty percent (50%) or more of his time performing mechanical repair on heavy duty trucks during any subsequent calendar quarter. In that event, at the commencement of the next calendar quarter, the individual shall no longer be classified as a heavy duty truck technician, for purposes of receiving the heavy duty truck differential on all work.

## **ARTICLE XXIII**

### **Payday**

**Section 1.** Wages shall be paid on Tuesday of each week or any other day by mutual agreement in cash or negotiable check with not more than four (4) days held back. Wages may be paid by direct deposit to the employee's bank account, unless the employee has provided the Employer with written objection to such method of payment, as provided by Minnesota law.

**Section 2.** Employees shall receive their pay one (1) hour before employee's regular quitting time on pay day.

## **ARTICLE XXIV**

### **Jury Duty**

**Section 1.** The difference between jury duty pay and straight time pay for regular employees shall be absorbed by the Employer with a maximum of ten (10) days.

## **ARTICLE XXV**

### **Health and Welfare and Pension Funds**

**Section 1.** Effective April 16, 2006, the Employer will pay \$444.76 per month to the Health and Welfare Plan (including the Dental Program) for single coverage health insurance, and \$534.76 for family coverage. The contributions will be paid on behalf of all employees actively engaged on the first work day of each month. In addition, the Employer shall make an additional contribution of \$1.73 per month on behalf of each employee eligible for a contribution to the Plan. The Plan shall forward the additional contribution to the Teamsters Service Bureau to defray the cost of services provided to employees by the Bureau. Payments will be due to the Fund no later than the

10th day of each month. The Employer shall increase its contribution to the Health and Welfare Plan by \$0.05 per hour effective April 15, 2007, and by an additional \$0.05 per hour effective April 15, 2008, if such additional contributions are required by the trustees.

Effective April 16, 2006, the employee contribution for family coverage will be \$270.00 per month, and the employee contribution for single coverage will be \$155.00. Employee contributions will be deducted from their pay.

In the event any further increase in contribution is required in the judgment of the Trustees, the Employer and employees covered by this Agreement will each pay fifty percent (50%) of the amount determined to be necessary by the Trustees to maintain benefits.

When an employee is unable to work by reason of absence due to illness or injury, the Employer will continue to contribute to the trust fund for up to thirteen (13) calendar weeks. An employee must return to work for thirty (30) work days to requalify for thirteen (13) weeks of contribution for the same illness or injury.

Each Employer bound by this Agreement shall install a Section 125 Plan to permit employees to pay their contribution towards the cost of health insurance benefits, child care expenses, and out-of-pocket medical, dental, and eye care expenses on a pre-tax basis. The Employer's obligation to maintain such a plan is contingent upon such plans remaining permissible under the Internal Revenue Code.

**Section 2.** Any Employer who becomes delinquent on welfare premium payments or Pension contributions as required by this Article shall be subject to work stoppages or strikes ten (10) days after a notice of delin-

quency has been sent to the Employer, and such work stoppages or strikes shall not be in violation of this Agreement.

**Section 3.** Signatory Employers will pay the following amounts to Central States Southeast and Southwest Area Pension Plan:

Effective October 1, 2006	\$100.00 per week
Effective October 1, 2007	\$110.00 per week
Effective October 1, 2008	\$124.00 per week
Effective October 1, 2009	\$132.70 per week
Effective October 1, 2010	\$142 per week

The foregoing contribution rates are intended to represent the Employer's total weekly cost for providing pension benefits during the term of this agreement. If the pension plan requires contributions that are in excess of these amounts, or, the pension plan fails to meet the minimum contribution requirements of ERISA, or the Internal Revenue Code, and that failure results in the imposition of an excise tax, the applicable incentive and guaranteed hourly wage rate shall be immediately reduced in an amount equivalent to the additional costs, calculated on an hourly basis. If such event occurs, either party may request that negotiations be commenced in an effort at reaching agreement upon any alternative which will accomplish an equivalent reduction through reduced wage rates and/or fringe benefits. All other provisions of this contract shall remain in full force and affect during such negotiations.

**Section 4.** No contributions will be required to either the Health and Welfare Plan or the Pension Fund on behalf of part time employees who are scheduled to work twenty (20) or less hours per week.

Provided, however, that a contribution will be required to the Pension Plan if such an employee works one thousand (1,000) hours or

more in any twelve (12) month period. Contributions on behalf of such an employee shall be required, thereafter, for any week in which the employee is on the payroll.

No contributions shall be required to the Pension Fund on behalf of any employee in a classification covered by this Agreement during the probationary period set forth in Article X, or any extension thereof.

## **ARTICLE XXVI**

### **Protection of Rights**

**Section 1.** . It shall not be a violation of this contract and it shall not be a cause for discharge if any employee or employees refuse to go through the picket line of a Union.

**Section 2.** The Union agrees that, in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

**Section 3.** The insistence by any Employer that his employee go through a picket line after they have elected not to, and if such refusal has been approved in writing by the responsible officials of the Minnesota Teamster Joint Council No. 32, shall be sufficient cause for an immediate strike of all such Employer's operations without any need of the Union to go through the grievance procedure herein.

## **ARTICLE XXVII**

### **Maintenance of Standards**

**Section 1. Protection of Conditions.** The Employer agrees that all conditions of employment in his individual operation relating to wage guarantee, hours of work, overtime differentials and general working conditions shall be

maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement.

## **ARTICLE XXVIII**

### **Sub-contracting**

**Section 1.** None of the work coming within the classifications covered by this Agreement shall be performed within the Employer's shop as contract work on a regular basis. This shall not be interpreted to prevent an Employer from hiring an outside contractor to perform special jobs when irregularly required by the Employer.

**Section 2.** All things being equal, the Employer is urged to send any sublet work of the nature performed by employees as covered by the Agreement to the Union shops.

## **ARTICLE XXIX**

### **Separability and Savings Clause**

**Section 1.** If any Articles or Sections of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby

**Section 2.** In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby

shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, further negotiations shall be in accordance with Article XVIII, Grievance Procedure.

### **ARTICLE XXX**

#### **Credit Union**

**Section 1.** The Employer shall make available a payroll checkoff program for the Employees' Credit Union. Employer will remit to the Credit Union no later than the 15th day of the month following the date of the deduction.

### **ARTICLE XXXI**

#### **Labor Management Committee and Study of Incentive System**

**Section 1.** A Labor Management Committee will be established by the parties to meet at least quarterly for the purpose of studying and attempting to resolve industry problems.

**Section 2.** The Minneapolis Automobile Dealers Association and the Teamsters Union, Local 974, agree to meet during the term of the collective bargaining agreement to discuss possible modifications to the current incentive system. Such meetings shall be conducted by those representatives designated by the Association and Local 974, at mutually agreeable times. The objective of those discussions shall be to arrive at mutually agreeable language:

1. To permit those technicians performing the more difficult technically challenging procedures to receive equitable compensation under

the incentive system, in relation to those procedures requiring less skill, and

2. To accomplish that objective, while increasing the Employer's ability to be competitive in obtaining customer work.

If such discussions result in an agreement to revise the current incentive system, the collective bargaining agreement shall be modified accordingly, upon mutual agreement of the parties. If no agreement is reached, all terms of the collective bargaining agreement shall remain in full force and effect, including Article XVIII, Section 3. Any failure to reach agreement shall not be subject to the grievance/arbitration procedures of the collective bargaining agreement.

## **ARTICLE XXXII**

### **More Favorable Provision or Agreement**

In the event that Local 974 negotiates a more favorable provision in a collective bargaining agreement with an automotive dealership, the Association may, on behalf of its members, adopt such favorable contract provision as a term of its agreement with Local 974. This provision shall not be applicable to pension benefits. This provision shall also not be applicable with respect to a more favorable provision that is negotiated with a newly organized Employer, during the term of this agreement between the Association and the Union.

## **ARTICLE XXXIII**

### **Expiration**

**Section 1.** This Agreement shall, upon execution, become binding on the signatories hereto, their successors and assigns and shall be in full force from April 16, 2006 to April 15, 2009, and from year to year thereafter unless either party shall notify the other in writing

sixty (60) days prior to the expiration of such year or subsequent year of their desire to modify or change the same. Upon receipt of such notice, a conference shall be arranged for within ten (10) days.

**Section 2.** In the event such notice is given, and the parties have not agreed to a new agreement upon the expiration of this contract, this contract nevertheless shall remain in full force and effect during such negotiations, and shall continue to be binding upon both parties hereto until such time as a new agreement shall have been negotiated and signed.

**MINNEAPOLIS AUTOMOBILE  
DEALERS ASSOCIATION**

STEVE BLOOMER, Village Chevrolet  
TOM GROSSMAN, Metropolitan Corporation  
C. DAVID LUTHER, Motors Management Corp.  
PAUL WALSER, Walser Automotive Group  
MORRIE WAGENER, Morrie's Minnetonka Ford  
STEVE BURTON, GMADA Attorney  
WILLIAM ABRAHAM, GMADA - President

•

**GARAGE MAINTENANCE, MACHINE  
WAREHOUSEMEN, REPAIRMEN,  
INSIDE MEN, HELPERS AND  
PLASTIC EMPLOYEES,  
LOCAL NO. 974**

**Affiliated with the  
International Brotherhood of Teamsters**  
THOMAS G. TWEET, Secretary-Treasurer 974  
WILLIAM ZIEMBO, President 974  
GEORGE BEAVING, Vice President 974  
STEVE AUNE, Sears Imported Auto  
PAUL McCULLEN, Village Chevrolet  
GARY HOUGH, Borton Volvo  
KURT BENSON, Brookdale Buick-Pontiac-GMC

## EXHIBIT "A"

<b>Classification</b>	<b><u>4/16/06</u></b>	<b><u>4/16/07</u></b>	<b><u>4/16/08</u></b>
Heavy Duty Truck Technician	\$18.55	\$18.95	\$19.30
Automotive Technician	\$18.05	\$18.40	\$18.80
Straight Time Automotive Technician	\$19.50	\$19.90	\$20.30
Body Technicians	\$18.05	\$18.40	\$18.80
Painter	\$18.05	\$18.40	\$18.80
Service Sales			
0-9 Months-See 1 below	\$14.15	\$14.45	\$14.75
9-18 Months-See 1 below	\$15.65	\$15.95	\$16.25
Over 18 Months -See 2 below	\$17.25	\$17.60	\$17.95
Towermen	\$17.15	\$17.50	\$17.85
Light Duty Automotive Technician	\$13.35	\$13.60	\$13.90
Semi-Skilled Automotive Technician	\$12.95	\$13.25	\$13.50
Partsmen			
0 - 12 months	\$9.85	\$10.15	\$10.45
12 - 24 months	\$10.95	\$11.25	\$11.60
After 24 months - See 3 below	\$14.40	\$14.80	\$15.25
Counterman with 3 Years in the Industry	\$17.65	\$18.00	\$18.35
Counterman with 5 Years in the Industry	\$19.35	\$19.70	\$20.10
Quick Lube Customer Service Rep.	\$11.65	\$11.90	\$12.10
Lubemen - See 4 below	\$11.35	\$11.60	\$11.85
Sanders, Tapers and Prep Employees - See 4 below	\$11.35	\$11.60	\$11.85
Undercoater - See 4 below	\$11.35	\$11.60	\$11.85
Detailer/Polisher - See 4 below	\$10.95	\$11.15	\$11.40
Drivers/Parts/Tow - See 4 below	\$10.55	\$10.75	\$11.00
Interns	\$10.80	\$11.05	\$11.25
Janitor	\$9.65	\$9.85	\$10.05
Washers/Lotmen			
Start	\$7.50	\$7.65	\$7.80
After 6 Months	\$8.20	\$8.35	\$8.55
After 1 Year	\$8.85	\$9.05	\$9.25

(1) The progression rates for service sales applies to new hires after April 15, 1995 who do not have eighteen (18) months of work experience with franchised automobile dealers prior to their employment. Employees hired prior to April 15, 1995 will be paid the eighteen (18) month wage rate.

(2) Service sales employees who are employed by the same dealer for seven (7) years in the same classification will receive a fifty cent (\$0.50) per hour wage premium and that premium will be increased by an additional fifty cent (\$0.50) per hour after fifteen (15) years of service as a service salesman with the same dealer.

(3) The rate for parts men after twenty-four (24) months is a permanent rate. Such employees do not progress to the 3-year or 5-year counterman rate unless they are assigned to the counter and work on the counter for three (3) years or five (5) years, respectively.

(4) The starting rate for these classifications will be \$9.55 the first year of the contract, \$9.75 the second year, and \$9.95 the third year for any employee hired after April 15, 1995. Full scale will be paid after twelve (12) months of employment.

### **Factory Sponsored Trainee**

Student trainees under factory sponsored programs such as ASEP or ASSET and the like will be employed on the following terms and conditions:

- a. The student trainee will be subject to the Union security provisions of the Agreement.
- b. Students will be paid for holidays which occur while they are working for the deal-

ership on the active payroll in the week in which a holiday occurs. In addition, they will earn pro rata vacation pay based on hours worked in the dealership.

- c. Such employees shall be considered probationary under Article X until placed in the apprentice program, and, therefore, no pension contribution shall be made on behalf of the employee during the probationary period. Health and Welfare contributions shall be required for such employee during the probationary period only if the employee is regularly scheduled to work more than twenty (20) hours per week.
- d. On completion of the training program, the student will become an apprentice.
- e. The student will have a seniority date within the Automotive Technician classification effective on the date the training program is completed. They will be given retroactive credit for benefit purposes based on accumulated hours worked in the dealership. Since students work approximately half time, this would mean they would have retroactive seniority for vacation purposes of approximately one (1) year when they become an apprentice.
- f. Each student will be assigned to work with a technician who will receive one hundred percent (100%) of the trainee's production for the first six months of the program, seventy-five percent (75%) for the second six (6) months, fifty percent (50%) for the third six (6) months, and twenty-five percent (25%) for the fourth six (6) months of the program. After six (6) months into the program the trainee will be credited for incentive purposes with twenty-five percent (25%), after one (1) year with fifty

percent (50%) and after eighteen (18) months with seventy-five percent (75%) of his own production.

- g. The starting rate for students will be fifty percent (50%) of the journeyman guaranty which will be increased to fifty-five (55%) in the second year of the student's program.
- h. There will continue to be a limit of two (2) students per dealership and layoff will be by seniority within the student trainee classification. The students will, however, be permitted to work at various unskilled jobs during the period of time when they are attending school even though another student is employed at that time.
- i. No more than two (2) students, whether they are factory sponsored or Votech, may be employed at the same time.

### **Votech Student Trainee**

Votech Student Trainees may be employed on the following terms and conditions:

- a. The student trainee will be subject to the Union security provisions of the Agreement.
- b. Students will be paid for holidays which occur while they are working for the dealership on the active payroll in the week in which a holiday occurs. In addition, they will earn pro rata vacation pay based on hours worked in the dealership.
- c. Such employees shall be considered probationary under Article X until placed in the apprentice program, and, therefore, no Pension contribution shall be made on behalf of the employee during the probationary period. Health and Welfare contributions shall be required for such employees during the probationary period only if

the employee is regularly scheduled to work more than twenty (20) hours per week.

- d. On completion of the training program, the student will become an apprentice.
- e. The student will have a seniority date within the Automotive Technician classification effective on the date the training program is completed. They will be given retroactive credit for benefit purposes based on accumulated hours worked in the dealership. Since students work approximately half time, this would mean they would have retroactive seniority for vacation purposes of approximately one (1) year when they become an apprentice.
- f. Each student will be assigned to work with a technician who will receive one hundred percent (100%) of the trainee's production for the first six months of the program, seventy-five (75%) for the second six (6) months, fifty percent (50%) for the third six (6) months, and twenty-five (25%) for the fourth six (6) months of the program. After six (6) months into the program the trainee will be credited for incentive purposes with twenty-five (25%), after one (1) year with fifty percent 50% and after eighteen (18) months with seventy-five percent (75%) of his own production.
- g. The starting rate for students will be fifty percent (50%) of the journeyman guaranty which will be increased to fifty-five percent (55%) in the second year of the student's program.
- h. There will continue to be a limit of two (2) students per dealership and layoff will be by seniority within the student trainee classification. The students will, however, be permitted to work at various unskilled

jobs during the period of time when they are attending school even though another student is employed at that time.

- i. No more than two (2) students, whether they are factory sponsored or Votek., may be employed at the same time.

## **Interns**

Interns shall be employed subject to the following terms and conditions.

- a. Interns shall be subject to the Union Security provisions of the Agreement. Interns shall be eligible for a reduced initiation fee as provided for in the Union's Constitution.
- b. Interns may be scheduled on a flexible basis in order to accommodate the employee's schooling.
- c. Individuals are eligible for employment as interns only while enrolled in an approved educational program for the automotive industry.
- d. Interns working twenty hours or less per week shall be ineligible for participation in the health and welfare or pension plan. However, if the intern works one thousand (1,000) hours or more in any twelve (12) month period, pension contributions shall be required thereafter for any week in which the employee is on the payroll.
- e. Interns shall be subject to the normal probationary period, and shall acquire seniority rights as an intern upon completion of probation.

\* The straight time Automotive Technician classification is available only under circumstances where the Employer and employee agree that the individual is to work at straight

time and will not be a participant in the incentive program.

**\*\* Employees in the Parts Department will be given credit for previous experience in the Parts Department of a franchised auto dealer for the purpose of wage progression provided the experience is stated in the employee's application for employment. Providing, however, that the counterman rate for five (5) years only applies to those individuals who acquire five (5) years of experience as a counterman within the Employer's Parts Department and/or as set forth specifically in the employee's application for employment.**

**\*\*\* Employees hired prior to 4/16/86 in the following classifications will be paid as follows:**

<b>Classification</b>	<b><u>4/16/06</u></b>	<b><u>4/15/07</u></b>	<b><u>4/15/08</u></b>
<b>Semi-Skilled Automotive</b>			
Technicians	\$14.05	\$14.30	\$14.60
Partsmen			
After 24 months	\$15.55	\$16.05	\$16.50
Lubeman	\$12.30	\$12.55	\$12.80
Sanders	\$12.30	\$12.55	\$12.80
Undercoaters	\$12.30	\$12.50	\$12.80
Lotmen	\$11.70	\$11.95	\$12.20
Washers	\$11.25	\$11.45	\$11.70
Polishers	\$11.80	\$12.05	\$12.25
Drivers assigned to parts or tow vehicles	\$11.45	\$11.65	\$11.90
Janitor	\$10.45	\$10.65	\$10.85

## **EXHIBIT "B"**

### **Contract Clarifications**

1. The following is intended to clarify the application of the incentive system to leased vehicles which are owned by a signatory dealership or a wholly owned subsidiary of the dealership which is created for the purpose of processing leased cars. It is agreed that the repair of a leased vehicle during the term of the lease will be treated as customer work under the incentive system. However, prior to the time that a vehicle is put out to a customer under a lease it will be considered the dealer's property and treated as internal work. When the vehicle is returned to the dealership at the expiration or cancellation of a lease, any repair work prior to the sale of the vehicle or to a subsequent lease of the vehicle will also be considered as internal work.

2. In clarification of the application of the minimum payment of .4 of an hour per truck or per car, it is understood that the .4 applies to each vehicle and is not affected by the fact that more than one order may be required by the factory in a particular dealership. For example, Chrysler Motors requires a separate order to be written for warranty as distinguished from customer work. The employee is not entitled to .4 for each order but is entitled to .4 for working on that vehicle.

3. This is to clarify the payment of certain employees for the floating holiday which was previously scheduled in connection with an employee's scheduled vacation period. When the change was made a number of dealers established a uniform practice of paying for that holiday on the basis of the flat rate hourly rate of pay instead of the guaranteed rate. It has been agreed that any employee who received holiday pay for that holiday based on

the flat rate hourly rate will continue to receive that benefit. Any employee who was hired after April 16, 1980 is excluded from that agreement and may be paid holiday pay for the floating holiday on the basis of the guaranteed hourly rate of pay set forth in Exhibit "A". This formula does not apply to the new floating holiday established in 1983 in lieu of the day after Thanksgiving holiday which will be paid at the guarantee rate.

**EXHIBIT "C"**  
**Memorandum of Understanding**  
**Regarding the Implementation of**  
**Amended Disciplinary Procedures**

During negotiations for the current collective bargaining agreement, the parties agreed to language providing that any employee that had accumulated a total of four (4) warning notices shall be subject to discharge from employment. However, the parties recognized that employees may have disciplinary warnings in their personnel files that predate the negotiation of this new disciplinary policy. Accordingly, the following principles were agreed to concerning the application of this policy in such circumstances.

1. Only those prior warning notices issued within one year of the effective date of the collective bargaining agreement shall be effective in determining the appropriate level of discipline under the new policy.

2. If an employee has been issued four or more warning notices in the year prior to the effective date of the collective bargaining agreement, such employee shall not be subject to discharge until he or she commits one further act of misconduct. Such an employee would be subject to discharge in the event of one more disciplinary events occurring on or

after the effective date of the collective bargaining agreement.

## **EXHIBIT "D"**

### **Contract Clarifications**

#### **1. Apprentice Wage Scale**

	<u>4/16/06</u>	<u>4/15/07</u>	<u>4/15/08</u>
55%	\$9.90	\$10.10	\$10.35
60%	\$10.85	\$11.05	\$11.30
65%	\$11.75	\$11.95	\$12.20
70%	\$12.65	\$12.90	\$13.15
75%	\$13.55	\$13.80	\$14.10
80%	\$14.45	\$14.70	\$15.05
85%	\$15.35	\$15.65	\$16.00
90%	\$16.25	\$16.55	\$16.90
95%	\$17.15	\$17.50	\$17.85
100%	\$18.05	\$18.40	\$18.80

Apprentices will receive a five percent (5%) increase in their wage every six (6) months from the date they enter the program. They will also receive the increase each year in April.

2. Apprentices must fill out the apprentice cards every month, and give it to the Service Manager to sign off on and send it to the accounting firm. The apprentice is responsible to make a copy of the card and fax it to the union hall at (612) 331-6383 within ten (10) days after completion of the month due.
3. Apprentices who are three (3) months or more behind in sending and faxing their cards will be subject to being removed from the program, at which time the Union will have the right to require the employer to take one of the following actions:
  - a. Promote the apprentice to journeyman technician;
  - b. Demote the apprentice to light duty technician (if capable), semi-skilled, technician, or lube technician;

c. Terminate the apprentice.

4. The Service Manager is the only person who may have an apprentice signed up. The Service Manager is also responsible to see that the apprentice does a well rounded variety of work, makes sure the apprentice fills out the cards and turns them in, and faxes them to the Union. He is also responsible to notify the Union if there is a change in the apprentices (promoted, terminated, resigned, etc.).
5. A copy of the Minnesota Apprenticeship Standards will be presented to the Service Manager and the apprentice at the time the apprentice is signed up. Both need to familiarize themselves with the standards, and the aforementioned items, and follow them.
6. An apprentice shall serve a thirty (30) calendar day probationary period, and may be disqualified by the employer with or without just cause during the probationary period. If the employee has seniority in a previous position with the employer, he/she will have the right to return to that classification.
7. Apprentices shall be eligible for participation in the incentive program after working for a dealer for six (6) months as an apprentice. Incentive pay need not be provided, however, for internal work unless the dealership has established an incentive system for new car preparation and used car reconditioning.

• • •

**MINNEAPOLIS AUTOMOBILE  
DEALERS ASSOCIATION  
PARTICIPATING EMPLOYER MEMBER**

**APPLE FORD OF SHAKOPEE**

P.O. Box 240419

Apple Valley, MN 55124 . . . . . 952-445-2420

**BLOOMINGTON CHRYSLER-JEEP**

8000 Penn Avenue South

Bloomington, MN 55431 . . . . . 952-883-9541

**BLOOMINGTON LINCOLN MERCURY**

1001 Clover Drive

Bloomington, MN 55420 . . . . . 952-888-2271

**BORTON VOLVO INC. (Golden Valley)**

905 Hampshire Avenue South

Golden Valley, MN 55426 . . . . . 612-827-3666

**BORTON VOLVO INC. (Minneapolis)**

5428 Lyndale Avenue South

Minneapolis, MN 55419 . . . . . 612-827-3666

**BROOKDALE FORD**

2500 County Road 10

Brooklyn Center, MN 55430 . . . 763-561-5500

**COON RAPIDS CHRYSLER-JEEP**

10541 Woodcrest Drive

Coon Rapids, MN 55433 . . . . . 763-431-8000

**DODGE OF BURNSVILLE, INC.**

12101 Highway 35W South

Burnsville, MN 55337 . . . . . 952-894-9000

**FREEWAY FORD**

9700 Lyndale Avenue South

Bloomington, MN 55420 . . . . . 952-838-9481

**GROSSMAN CHEVROLET-CADILLAC**

1200 West 141st

Burnsville, MN 55337 ..... 952-435-8501

**KEY CADILLAC**

6825 York Avenue South

Edina, MN 55435 ..... 952-920-4300

**KEY COLLISION (Key Cadillac)**

480 W. 79th Street

Minneapolis, MN 55420 ..... 952-884-6272

**LENZEN CHEVROLET-BUICK**

480 Highway 212

Chaska, MN 55318 ..... 952-448-2850

**LUPIENT BUICK-PONTIAC-GMC**

7100 Wayzata Boulevard

Minneapolis, MN 55426 ..... 763-546-2222

**LUPIENT CHEVROLET**

**AND SOUTHTOWN SUZUKI**

1601 Southtown Drive

Bloomington, MN 55431 ..... 952-884-3333

**LUPIENT INFINITI**

7200 Wayzata Boulevard

Golden Valley, MN 55426 ..... 763-546-5577

**LUTHER BROOKDALE BUICK-**

**PONTIAC-GMC**

8188 Brooklyn Boulevard

Brooklyn Park, MN 55445 ..... 763-549-1500

**LUTHER BROOKDALE HONDA**

6801 Brooklyn Boulevard

Brooklyn Center, MN 55429 .... 763-561-8111

**LUTHER DOWNTOWN JAGUAR-  
LAND ROVER**  
222 Hennepin Avenue  
Minneapolis, MN 55401 . . . . . 612-371-1400

**LUTHER HOPKINS HONDA**  
250 - 5th Avenue South  
Hopkins, MN 55343 . . . . . 952-938-1717

**LUTHER TOYOTA-SCION**  
8805 Wayzata Boulevard  
Minneapolis, MN 55426 . . . . . 763-222-2020

**LUTHER WEST SIDE VOLKSWAGEN**  
2370 South Highway 100  
St. Louis Park, MN 55416 . . . . . 952-377-4100

**METROPOLITAN FORD**  
12790 Plaza Drive  
Eden Prairie, MN 55344 . . . . . 952-943-9000

**MORRIE'S MINNETONKA FORD**  
13400 Wayzata Boulevard  
Minnetonka, MN 55305 . . . . . 952-540-5441

**NEW BRIGHTON FORD**  
1100 Silver Lake Road  
New Brighton, MN 55112 . . . . . 651-633-9010

**NORTH COUNTRY FORD LINCOLN  
MERCURY**  
10401 Woodcrest Drive  
Coon Rapids, MN 55433 . . . . . 763-427-1120

**PRESTIGE LINCOLN-MERCURY INC.**  
6661 Wayzata Boulevard  
Minneapolis, MN 55426 . . . . . 952-544-6661

**SAXON MOTORS, INC.**  
17354 Zane Street NW, Box 340  
Elk River, MN 55330 . . . . . 763-441-1922

- SEARS IMPORTED AUTO**  
 13500 Wayzata Boulevard  
 Minnetonka, MN 55305 ..... 952-546-5301
- SHAKOPEE CHEVROLET-PONTIAC, INC.**  
 1206 E. First Avenue  
 Shakopee, MN 55379 ..... 952-445-5200
- SUPERIOR FORD**  
 9700 - 56th Avenue North  
 Plymouth, MN 55442 ..... 763-559-9111
- VILLAGE CHEVROLET**  
 16200 Wayzata Boulevard  
 Wayzata, MN 55391 ..... 952-473-5444
- WALSER BLOOMINGTON TOYOTA**  
 4601 American Boulevard West  
 Bloomington, MN 55431 ..... 952-888-5581
- WALSER BURNSVILLE MAZDA**  
 14720 Buckhill Road  
 Burnsville, MN 55306 ..... 952-892-9800
- WALSER CHEVROLET**  
 9825 - 56th Avenue North  
 Plymouth, MN 55442 ..... 763-559-9300
- WALSER HOPKINS CHRYSLER-JEEP-DODGE**  
 314 Main Street  
 Hopkins, MN 55343 ..... 952-935-2400
- WAYZATA COLLISION (Village Chevrolet)**  
 1755 E. Wayzata Boulevard  
 Wayzata, MN 55391 ..... 952-449-6760

## **WITHDRAWAL CARDS**

If for some reason you sever employment within the jurisdiction of Local 974, be sure to contact the Union office either by phone, call 331-2200, or by mail. In order to be eligible for a withdrawal card YOUR DUES MUST BE PAID FOR THE CURRENT MONTH IN WHICH YOU LEAVE. Example, if you leave on the 1st of the month, your dues for that month must be paid plus 50¢ for the withdrawal card. THIS REQUEST MUST BE IN THE UNION OFFICE WITH THE CORRECT AMOUNT OF MONEY WITHIN 90 DAYS FROM THE LAST DAY OF THE MONTH THROUGH WHICH DUES ARE PAID. If your request and money are received after 90 days, you will be required to pay a re-initiation fee plus one month's dues to receive withdrawal card.

### **INSTRUCTIONS FROM INTERNATIONAL UNION AS FOLLOWS:**

A withdrawal card shall be issued if the unemployed member applies within 90 days from the last day of the month through which dues are paid. See example below.

Member stopped work the 15th of July and paid dues through July. He applied for a withdrawal card the 30th of October. Because he was within 90 days of the end of the month through which he paid dues, he can be issued a withdrawal card.

**EXECUTIVE BOARD, LOCAL 974**

# 2006

## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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12	13	14	15	16	17	18
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## December

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○ – General membership meeting – 4th Wednesday of every month at 7 p.m. except during June, July and August.

Stewards meeting 4th Wednesday of every month at 6:30 p.m. except during June, July and August.

4th Wednesday, All Night Shift Employees, 1:30 p.m. except during June, July and August.

If a meeting date should fall on a holiday, the members will be notified as to the change of date.

# 2007

## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
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## February

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18	19	20	21	22	23	24
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## March

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18	19	20	21	22	23	24
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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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## December

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# 2008

## January

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## February

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## March

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## April

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## June

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## August

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## September

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# 2009

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## February

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## December

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4th Wednesday, All Night Shift Employees, 1:30 p.m. except during June, July and August.

If a meeting date should fall on a holiday, the members will be notified as to the change of date.

## **Get a Withdrawal Card When You Leave Your Job**

Be sure to request a Withdrawal Card if you are laid-off, going on leave-of-absence, lengthy medical leave, or terminating your employment. A Withdrawal Card must be requested within 90 days of your last day worked. Dues must be paid current through the last month you were employed.

Stop by your Local or complete this form and mail it to your Local Union office along with 50 cents. It is your responsibility to obtain a Withdrawal Card in order to avoid being suspended from the Union and subject to paying back dues and/or a re-initiation fee.

Name \_\_\_\_\_

Local No. \_\_\_\_\_

S.S.# \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Last Employer \_\_\_\_\_

Last Day Worked \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(quit, layoff, terminated, etc.)

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Get a Withdrawal Card When You Leave Your Job**

Be sure to request a Withdrawal Card if you are laid-off, going on leave-of-absence, lengthy medical leave, or terminating your employment. A Withdrawal Card must be requested within 90 days of your last day worked. Dues must be paid current through the last month you were employed.

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Name \_\_\_\_\_

Local No. \_\_\_\_\_

S.S.# \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Last Employer \_\_\_\_\_

Last Day Worked \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(quit, layoff, terminated, etc.)

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Minneapolis Auto Dealers Association

### • IMPORTANT NOTICE •

Procedures on What to Do  
in the  
Following Situations:

*Newly Hired? Rehired?*

Employer must enroll member immediately

1. Complete Union Labor Life Card
2. Complete Medical Form

Send to Alan Sturm & Associates immediately

*Just Married? Divorced? New Baby?*

*Any Changes in Dependent Status?*

*Change of Address? Retiring?*

Call 952-835-3035 - Sturm & Associates

*Medical or Disability Claim Questions?*

*Dental or Life Claim Questions?*

Call 952-835-3035 - Sturm & Associates

*Laid Off? Fired? Quit?*

Take Out a Withdrawal Card

Any Termination:  
see PERSONNEL - Your Office

*Any Other Questions*

Call 952-835-3035

Sturm & Associates

4226 West 76th Street

Edina, MN 55435

### Officers

WILLIAM P. ZIEMBO	President
GEORGE BEAVING	Vice President
PAUL MCCILLEN	Recording Secretary
THOMAS G. TWEET	Secretary-Treasurer
GARY HOUGH	Trustee
BRIAN FRIEDE	Trustee
STEVE ALNE	Trustee

### Business Agents

THOMAS TWEET

WILLIAM P. ZIEMBO

The Job Steward is instructed and empowered to enforce all existing agreements between the Union and the employer are enforced, that there is no discrimination against Union members by the employer, that the seniority rule is observed, and that all employees on the job are members in good standing in the Union.